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K#: **4066**

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Location: **CA Long Beach**

Union: **International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)**

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THE BOEING COMPANY

LC# 4066

ees = 4,976

NATIONAL

# AGREEMENT

Between

BOEING COMMERCIAL AIRPLANE

Long Beach

and

AIRCRAFT AND MISSILES

Long Beach

Components of

McDonnell Douglas Corporation

and the



International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America

Effective Date: 01 May 2000

Expiration Date: 25 April 2004

K # 4066

ees = 4,976

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## ARTICLE 4 - RECOGNITION

100

For the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, the Company recognizes the Union as the exclusive collective bargaining agent for such of the employees in the BCA - LB and A&M - LB, components of MDC, a wholly owned subsidiary of The Boeing Company as are in job classifications certified by the National Labor Relations Board to be represented by the Union or agreed between the Company and Union to be represented by the Union.



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## ARTICLE II - COMPANY-UNION RELATIONS

### Section 1 - Amicable Adjustment of Differences

200

In the belief that all differences that may properly arise between the Company and the Union or the Company and its employees, for whom the Union is the bargaining agent, can be amicably adjusted and settled, the parties have established the Grievance and Arbitration Procedure, set forth in Article VI.

### Section 2 - Guides in the Adjustment of Differences

201

In furtherance of this belief and as guides in adjusting and settling such differences, the parties agree that

202

(a) The management of the plant and the direction of the working forces, including but without being limited to the right to hire, promote, demote, transfer, classify, reclassify, layoff for lack of work or other legitimate reasons, release for just cause, and for just cause to discharge, suspend, or otherwise discipline employees are vested exclusively to the Company; provided, however, that in the exercise thereof the Company shall not take any action which violates the terms and provisions of this Agreement.

203

(b) The determination of the type of products to be manufactured, the location of plants, the methods, the schedules of production, processes, and means of manufacture are solely the responsibility of the Company.

204

(c) There shall be no discrimination, coercion, interference or restraint by the Company against any employee because of Union activity or membership in the Union.

205

(d) The Union agrees that it will not coerce or intimidate employees into becoming members of the Union and there shall be no interference with Company operations and no solicitation or promotional Union activity during working time.

(e) The Union subscribes to the principle of a fair day's work for a fair day's pay and agrees that it will maintain this principle and use its best efforts to effectuate it wherever possible with the employees that the Union represents.

(f) The terms and conditions set forth in this Agreement shall be applied without discrimination of any kind on account of race, color, religion, national origin, sex, age, handicap/disability or status as a disabled veteran or Vietnam era veteran, in accordance with all applicable State and Federal laws.

### Section 3 - Meetings to Discuss Relationship

Either party may request a special meeting to discuss any subject pertaining to the interpretation of the terms of the Agreement (other than grievances) or affecting generally the relationship of the parties. Such request shall be in writing and shall set forth the subjects for discussion. The Union may be represented at any such meeting by not more than eight (8) elected members of the Local Union including the Chairperson of the Bargaining Committee, together with one (1) International Representative. The Company may be represented at any such meeting by equal numbers of representatives including the appropriate Senior Manager, Union Relations. Each party pledges that the meeting will be held in a timely manner and in no case more than two (2) weeks from the date either party receives the written request for such special meeting as scheduled by the Chairperson of the Bargaining Committee and the appropriate Senior Manager, Union Relations.

## ARTICLE III - STRIKES AND LOCKOUTS

### Section 1 - Covenant Against Lockouts

300

During the term of this Agreement the Company shall not cause, permit, or engage in any lockout of its employees.

### Section 2 - Covenants Respecting Strikes

301

During the term of this Agreement the International Union and the Local Union agree:

302

(a) That each of them will not authorize, cause, sanction, engage in or assist in any slowdown, work stoppage or strike against the Company;

303

(b) That should any slowdown, work stoppage, or strike against the Company occur, during the term of this Agreement, then, upon written request of the Company, the International Union and the Local Union, jointly, or severally, will publicly declare that such action is unauthorized;

304

(c) That the Local Union will deliver to each of its members a notice to return to work and not to respect or recognize any picket line that may be established;

305

(d) That each of them, jointly or severally, will immediately take or cause to be taken all necessary affirmative action to demand, cause, or require each and every member to perform the terms and conditions of this Agreement.

#### Section 3 - Right to Discipline Striking Employees

306

In the event that any employee shall call, engage in, sanction or assist in any unauthorized slowdown, work stoppage, or strike, the Company may take whatever disciplinary action it deems appropriate, including discharge, and the degree of such disciplinary action shall not be reviewable through the grievance and arbitration procedure provided for in the Agreement; and the Company's action shall be final and binding upon the Union and its members; provided, however, that if such disciplinary action is taken by the Company, the Union may present, pursuant to the provisions of Article VI, Section 2 hereof, a grievance to determine solely the fact of whether or not the individual so disciplined did call, engage in, sanction or assist in any unauthorized slowdown, work stoppage, or strike against the Company. If it is determined that such individual did not call, engage in, sanction or assist in any unauthorized slowdown, work stoppage or strike against the Company, then any disciplinary action theretofore taken against the employee for such reason shall be rescinded and the employee shall be fully reinstated with restoration of any loss of pay suffered as a result of such action.

#### Section 4 - Limitation Upon Responsibility of Union

307

In the event that any member or members of a Local Union or International Union shall call, engage in, sanction, or assist in any unauthorized slowdown, work stoppage or strike against the Company, or shall refuse to perform services duly assigned when directed to do so by the Company, the Company agrees that it will not file or prosecute any action for damages arising out of said unauthorized slowdown, work stoppage, strike, or refusal to perform services against the Local Union, its Officers, Representatives or individual members, provided that the Local Union, its Officers, and Representatives perform their obligations and responsibilities as set forth in this Article, or against the International Union, its Officers, Representatives, or individual members, provided that the International Union, its Officers and Representatives perform their obligations and responsibilities as set forth in this Article.

#### Section 5 - Other Rights of Company Not Precluded

308

Nothing in this Article shall preclude any right to which the Company previously was entitled to seek legal or other redress of any individual who has caused damage to or injury to or loss of Company property.

## ARTICLE IV - UNION REPRESENTATION

### Section I - Union Representatives

400

(a) Union Representatives Recognized: The Union may be represented by District Stewards, Alternate District Stewards, Bargaining Committeepersons, Alternate Bargaining Committeepersons, a Seniority Committee and their Alternates, and a Safety Committee, who shall have such duties, rights and privileges as are provided for in this Agreement.

401

(b) Authority of Alternates: The Alternate for each District Steward, Bargaining Committeeperson and Seniority Committee member shall act only when the Representative for whom the employee is Alternate is clocked out, at which time the Alternate shall have the same rights and duties as the Representative for whom the employee is an Alternate. An Alternate District Steward shall be entitled to perform the duties of the District Steward for whom he/she is the Alternate when such District Steward is also an Alternate Bargaining Committeeperson for a Bargaining Committeeperson who is clocked out.

402

(c) Notification by Union of Representatives: The Union agrees to notify the appropriate Senior Manager - Union Relations in writing of those employees selected to act as such Representatives and these shall be recognized and allowed to function as Representatives the next regularly scheduled workday following receipt by the appropriate Senior Manager - Union Relations of such notification from the Union. Those Representatives specified in Section 2(i) of Article VII will be covered under Section 2(i) of Article VII beginning on the Monday following the notification by the Union provided such notification is received by 10 a.m. on Thursday of the previous week. If notice is received by the Company by 10 a.m. on Thursday of the week in which such Representatives are selected, such employees will not be transferred out of their district and will not be considered as employees affected by layoff within such week. The Company will recognize such Representatives in that capacity only as long as they are employed by the Company or until the Company is notified in writing of decertification by the Union.

403

(d) Union Representatives to Be Full-Time Productive Employees: Any employee representing the Union in any of the capacities herein provided shall be a full-time employee of the Company, with employment in the Bargaining Unit of at least ninety (90) calendar days immediately prior to taking office. Each such Representative is employed to perform full-time productive work for the Company, except as otherwise provided in this Article.

## Section 2 - General Rules Pertaining to Union Representatives

404

(a) Representatives Recognized As Such Only When Clocked In: Union Representatives shall not be entitled to enjoy the privileges or perform the duties specified in this Agreement at any time when they are absent (clocked out) from the plant, except with the written permission of the appropriate Senior Manager - Union Relations or Designee. Any such written permission shall specify the district to which access is authorized and the purpose for which it is granted.

405

(b) Union Representatives' Duty to Report: Representatives of the Union (1) shall report to their regular place of work at the commencement of their regular shift. They shall remain at their regular place of work during working hours unless absent in accordance with the provisions of this Article. When authorized by the appropriate Senior Manager - Union Relations or Designee, Bargaining Committee persons may report directly to the Chairperson of the Bargaining Committee.

406

(c) Union Representatives In Plant Only When Authorized: Except when specifically so authorized by the appropriate Senior Manager - Union Relations or Designee, Union Representatives shall not be entitled to enter or remain on Company premises before or after their regular shift.

407

(d) Procedure to Change Number of Representatives: The appropriate Senior Manager - Union Relations or Designee and two (2) Representatives designated by the Union shall meet, upon request of either party, within two (2) weeks after such request, to review the number of Representatives to determine whether a greater or lesser number than provided in this Article is necessary, to increase or decrease the number of districts when the number of District Stewards is increased or decreased in accordance with the provisions of Section 3(b) below, or to consider the reassignment of districts. If there is a failure of the parties to agree upon adjustments needed for compliance with the contractual number of Union Representatives set forth in this Article, either the Company or the Union may test such failure through arbitration omitting the first and second steps of the grievance procedure, and it shall be treated as a priority matter under the arbitration procedure.

(c) Union Representatives to Handle Grievances Promptly: Union Representatives and the Union will cooperate with the Company in reducing to a minimum the time spent in investigating, presenting and adjusting grievances as provided in this Agreement. The right of District Stewards and Bargaining Committee persons, and their respective Alternates, to devote time during their normal working hours to the activities herein specified, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused. Notwithstanding provisions outlined below, complaints that a District Steward is spending an unreasonable amount of time performing Union duties shall first be referred to Human Resources and the assigned Bargaining Committee person for review.

Any allegations that a Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties of Union Representatives shall be referred to the appropriate Senior Manager - Union Relations and discussed with the Chairperson of the Bargaining Committee and the International Representative assigned to UAW Local 148 with a view to adjustment of such complaint.

(f) Union Activity Passes Required:

- (1) The Union Activity Pass procedure which must be followed by District Stewards, their respective Alternates and members of the Safety Committee, at the times specified in Sections 3(e) and 9(d) respectively of this Article, is as follows: All such Union Representatives shall at such times--

- (A) secure from their Supervisor or in his/her absence secure from their departmental Supervision a Daily Union Activity Pass at the start of the shift, and shall:

- (i) list in the space(s) provided on such pass the destination, the name of the individual to be contacted (including the department number), the reason for such contact (the grievance number if a grievance has been filed) and the time of day;

413

- (ii) sign their name in the space provided;

414

- (iii) secure the signature of their Supervisor or in his/her absence secure the signature of departmental Supervision on such pass in the space provided;

415

- (iv) carry said pass at all times they are away from their work as their authority to be away from work, and display the pass to any Supervisor or representative of management upon request, and be authorized to conduct only the Union activity described on the pass;

416

- (v) Prior to conducting any Union activity, secure the signature of the Supervisor or Designee who shall indicate on the pass the time of arrival in that Supervisor's area. The Supervisor or Designee will arrange for such observations or discussions as are appropriate without undue delay. Upon conclusion of such activity and prior to leaving the area, the Union Representative shall obtain a "sign-out signature" from the Supervisor or Designee who will also indicate the time of day on the pass;

417

- (vi) return the pass to their Supervisor or Designee at the end of the shift.

418

- (2) Time devoted to Union activity will be held to a minimum as specified in Section 2(e) of this Article. The Company will pay for reasonable periods of time devoted to such legitimate Union activity.



### Section 3 - District Stewards

419

(a) Districts Established by Agreement: All plant areas in which Bargaining Unit employees are regularly employed will by mutual agreement be geographically districted by shift.

420

(b) Number of District Stewards: The Union shall be entitled to one (1) District Steward for each two hundred (200) employees on the active payroll in the Bargaining Unit.

421

(c) Rights of District Stewards: District Stewards, subject to the requirement set forth in Sub-section (e) below, shall be authorized to devote time during normal working hours to perform the duties in Items (1), (2), (3), (4) and (5) below. The Company will pay for reasonable periods of time to perform these duties.

422

- (1) To present to a Supervisor or Designee a grievance or dispute which the Steward has been requested by an employee to present to such Supervisor for adjustment.

423

- (2) To investigate a grievance or dispute in the Steward's assigned district after presentation so that such grievance can be properly discussed with the grievant's Supervisor or such Supervisor's designated Representative. The appropriate District Steward shall also have the right to investigate a Type I grievance that has been filed into the Third Step if requested to do so by his/her Bargaining Committeeperson.

424

- (3) To confer in his/her district with his/her Bargaining Committeeperson with regard to a grievance which has been presented to supervision. The District Steward shall identify the Grievant and nature of the grievance to the Supervisor.

425

- (4) To attend meetings with the Human Resources and/or Union Relations Representative.

426

- (5) To attend Step Three grievance hearings where the Steward's attendance is pertinent to the disposition of the grievance arising in the Steward's district.

(d) Duty of District Steward's Supervisor:

427

- (1) Each District Steward and their manager, or in his/her absence, their designee shall mutually designate a specific location within their department where a call board shall be maintained. The manager or designee shall record the call noting the date, time, name, employee number and department of requesting employee as well as the name of the manager who placed the call in accordance with Section 7 of this Article.

428

- (2) In addition to maintaining this call board, the supervisor shall provide Union Activity Passes for use as required in Section 2(f) of this Article.

(e) Duty of District Steward on Leaving Assigned Work:

429

- (1) Prior to leaving work to perform within his/her district any of the duties set forth in Sub-section (c) above, a District Steward, or alternate when acting, shall comply with the pass procedure set forth in Section 2(f) above.

430

- (2) No District Steward shall leave or be authorized to leave his/her district to perform Union representation functions, except as follows:

431

- (A) to act pursuant to Sub-section (c)(4) or (c)(5) above; or

- (B) to investigate a written grievance that has been presented to an employee's Supervisor which necessarily requires observing work in or discussion with an employee in a district other than his/her own. In such case the District Steward shall request to leave his/her district from the Human Resources Representative. After such request the District Steward shall obtain a Union Activity Pass from the Human Resources Representative or Designee and on completion of his/her Union activity, shall return the pass to that same Human Resources Representative or Designee. Once receiving such Union Activity Pass, the provisions of Article IV, Section 2(f) shall apply.

#### Section 4 - Bargaining Committeepersons

- (a) The Union shall be entitled to five (5) Bargaining Committeepersons if the Bargaining Unit population is less than 1,000 employees and seven (7) Bargaining Committeepersons if the population is more than 1,000 employees.

- (b) Bargaining Committeepersons shall be assigned by the Bargaining Committee to function individually, in accordance with the provisions of this Article, in zones within BCA-LB or A&M-LB. The number of Bargaining Committeepersons assigned to BCA-LB or A&M-LB will be determined by the Bargaining Committee Chairperson based in general on the number of represented employees assigned to each company. The Chairperson of the Bargaining Committee shall keep the appropriate Senior Manager - Union Relations advised, in writing, of changes in zone configurations and Bargaining Committeeperson assignments.

- (c) The Shift Assignment of Bargaining Committeepersons: The shift assignment of Bargaining Committeepersons and their Alternates shall be determined by mutual agreement between the Bargaining Committee Chairperson and the Senior Manager - Union Relations or their Designees. Each Alternate will be placed on the same shift as the Chairperson or Committeeperson for whom he/she is Alternate.

436

(d) Rights of Bargaining Committeepersons: A Bargaining Committee person shall be authorized to devote time during normal working hours to perform the duties in Items (1), (2), (3), (4), (5) and (6) below. The Company will pay for reasonable periods of time to perform these duties.

437

- (1) To confer with a Steward and/or investigate for grieving employees in that Steward's District with regard to employee grievances.

438

- (2) To investigate and/or delegate to the appropriate District Steward the duty to investigate any Type 1 grievance which has been filed in Step Three.

439

- (3) To investigate Third Step grievances and to present Third Step grievances to Human Resources.

440

- (4) To confer with a Representative of Human Resources with regard to a grievance which has been filed into Step Three.

441

- (5) To attend Third Step grievance hearings.

442

- (6) To confer with the Bargaining Committee Chairperson.

#### Section 5 - Chairperson of the Bargaining Committee

443

(a) Selection: The Local Union may select one member of the Bargaining Committee as its Chairperson.

444

(b) Rights of the Chairperson: The Chairperson shall be authorized to devote time during normal working hours to perform the duties in Items (1), (2), (3), (4), (5), and (6) below. The Company will pay for reasonable periods of time to perform these duties.

445

- (1) To act as a Bargaining Committeeperson.

446

- (2) To confer with a Bargaining Committeeperson with regard to a grievance which has been filed in Third Step.

447

- (3) To confer with Human Resources and/or Union Relations regarding grievances.

448

- (4) To attend special meetings or regularly scheduled grievance meetings between Human Resources and/or Union Relations and the Union.

449

- (5) To receive lists, grievance decisions, and such other information as may be required to be furnished by the Company to the Union by this Agreement.

450

- (6) To attend grievance hearings.

#### Section 6 - The Bargaining Committee

451

(a) Composition: The Bargaining Committeepersons shall constitute the Local Bargaining Committee, which shall be chaired by the Chairperson selected pursuant to Section 5(a) above.

(b) Rights of the Committee Members to Attend Grievance Meetings: Not more than one (1) such Bargaining Committeeperson shall be permitted to attend grievance meetings which may be held on first, second or third shift with a Representative of Human Resources and/or Union Relations except as provided in Article VI, Section 4(a)(3)(B) of this Agreement.

(c) Payment for Bargaining Committee: Such members of the Bargaining Committee, while clocked in, shall receive their regular hourly rate of pay for time spent in performing their duties, with the understanding that the Company may limit any such member's total hours of work on such day, including the time spent in attendance at such meeting, to the equivalent of the number of hours in his/her regular shift. In no event will the Company pay beyond the number of hours in the Bargaining Committeeperson's standard workweek.

#### Section 7 - Request for Union Representation

(a) When the presence of a District Steward is desired by an employee for the presentation of a grievance, the employee shall request his/her Supervisor to send for the District Steward, and the Supervisor shall send for such District Steward as soon as possible and without unnecessary delay without the necessity of the employee furnishing further reasons for asking for the District Steward.

(b) Employees requesting their Steward as required above shall secure an Employee Union Activity Pass before leaving their job. Their Supervisor shall issue such pass without unnecessary delay.

#### Section 8 - Representation During Overtime

(a) Right to Overtime Representation: If ten (10) or more employees represented by a District Steward are assigned overtime work during a period when Steward representation is not otherwise available, the Company shall offer that Steward the opportunity to work such overtime provided the Steward is qualified to perform the overtime work. If the Steward is not qualified to perform the overtime work, or the Steward declines the overtime work, then such overtime work shall be offered to the Steward's Alternate provided the Alternate is qualified to perform such overtime work. There shall be no discrimination in the assignment of overtime work to Union Representatives.

(b) Presentation of Grievances Arising During Overtime: If a grievance arises during an employee's overtime period and such overtime period is not on the employee's regularly assigned shift, such employee's grievances shall be presented through the District Steward assigned to represent the employee on the employee's regularly assigned shift. There shall be no investigation of or processing of grievances by Union Representatives while being paid by the Company at an overtime rate of pay. The ten (10) day period established for the filing of grievances in Section 6 of Article VI of this Agreement shall be computed from the date of employee's regularly assigned shift next following the occurrence of the events on which the grievance is based.

#### Section 2 - Safety Committee

(a) Composition: The Union shall be entitled to a Safety Committee composed of ~~four~~ (4) members appointed by the UAW Director - Region 5. The Safety Committee shall select one member as its Chairperson. The duties of this committee are described in Attachment #24.

(b) Meetings: The Safety Committee shall meet with representatives of the Company's Occupational Safety Department monthly on such day as mutually agreed. Such Committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions, and shall make recommendations to management from time to time regarding such matters. The Committee shall act in an advisory capacity only.

(c) Pay: Members of the Committee shall receive their regular hourly rate of pay for the time spent in attendance at meetings of the Committee, and in performance of their duties as outlined in Sub-section (b) above and Article XVI, Section 5, with the understanding that the Company may limit any such member's total hours of work on such day, including the time spent in attendance at such meetings, to the equivalent of the number of hours in his/her regular shift.

(d) Pass Required: Members of the Safety Committee, upon notification that they are to attend the Safety Committee meeting or to report to the Occupational Safety Department in connection with an investigation pursuant to the provisions of Article XVI, Section 5 of this Agreement, shall secure a pass from their Supervisor and shall comply with the pass requirements set forth in Sub-section (f) of Section 2 of this Article.

#### Section 10 - Seniority Committee

462

(a) The Union shall be entitled to a Seniority Committee composed of two (2) members and two (2) Alternates selected from the plant's Bargaining Unit employees.

463

(b) Such Committee shall be entitled to Seniority Reports as provided for in Article XX concerning the seniority information of employees subject to this Agreement.

464

(c) Each member of the Seniority Committee shall at the commencement of his/her regular shift, report to the Seniority Committee Room within the plant. Prior to leaving the area he/she shall secure a Union Activity Pass from the appropriate Senior Manager - Union Relations or designee.

#### Section 11 - Benefits Representatives

465

The Union shall be entitled to two (2) Benefits Representatives appointed by the UAW Director-Region 5. These representatives shall function on behalf of the membership to coordinate individual issues relating to negotiated benefits.

#### Section 12 - Medical Leave of Absence Representatives

466

The Local Union President may appoint one (1) full-time Leave of Absence Representative (for ICA-LB and A&M-LB) to assist in the administration of Article VIII, Section 4.

#### Section 13 - International Representatives

467

Duly accredited International Representatives of the Local Union shall be permitted to enter the local plant, upon request to the appropriate Senior Manager - Union Relations or Designee, to attend any meeting held between the Bargaining Committee and the Company under the provisions of this Agreement, or to attend an arbitration hearing, and upon such other times (including the investigation of grievances) as may be specifically authorized by the appropriate Senior Manager - Union Relations or Designee.



#### Section 14 - Bulletin Boards

468

(a) The Company shall erect and maintain bulletin boards bearing at the top the designation "UAW Local 148, Bulletin Board". These boards shall be placed at such locations as may be agreed upon between the Chairperson of the Bargaining Committee and the appropriate Senior Manager - Union Relations or their Designees. All notices to be posted and removed on such Bulletin Boards must be approved by the appropriate Senior Manager-Union Relations or Designee, and shall be posted by the Union on the noted date. The Union shall designate one (1) individual (and one alternate) for this posting assignment, and that posting will be done at the Union's expense. All notices will indicate the date of removal from the Bulletin Boards.

469

(b) Such bulletin boards shall be used by the Local Union solely for posting its notices relating to:

470

- (1) Union meetings;

471

- (2) Union elections;

472

- (3) Its appointments to Union offices and results of Union elections;

473

- (4) Union social, educational, or recreational affairs;

474

- (5) Such other matters as may be agreed upon in writing between the Local Union and the appropriate Senior Manager - Union Relations.

#### Section 15 - Distribution of Literature

475

There shall be no distribution by employees or by the Union of Union literature in work areas during working time. Distribution of Union literature shall be permitted only so long as it does not disrupt production. Literature not pertaining to the Union or other Unions or to employment at the Company in anyway, including but not limited to notices, pamphlets, advertisements, political matter, or other literature of any kind shall not be distributed on Company premises without prior authorization of the appropriate Senior Manager - Union Relations. There shall be no posting by employees or by the Union of notices, pamphlets, advertisements, political matter, or other literature of any kind on Company property other than as provided in this Section. Additional regulations currently in effect at certain plants will be continued in supplemental agreements.

## ARTICLE V - UNION SECURITY

### Section 1 - Conditions of Employment

500

(a) An employee in the Bargaining Unit on the effective date of this Agreement who is a member of the Union shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.

501

(b) An employee in the Bargaining Unit who is not a member of the Union on the effective date of this Agreement shall be required, as a condition of continued employment, to become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement, and shall remain a member of the Union to the extent of tendering an initiation/reinstatement fee where required and the membership dues normally required as a condition of acquiring or retaining membership in the Union for the duration of this Agreement.

502

(c) Employees entering the Bargaining Unit either by hire or by transfer after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union to the extent of tendering an initiation/reinstatement fee where required and membership dues normally required as a condition of acquiring or retaining membership in the Union for the duration of this Agreement, within ten (10) calendar days after the thirtieth (30th) calendar day following such entry into the Bargaining Unit.

503

(d) If an employee who is a member of the Union leaves the Bargaining Unit during the term of this Agreement (e.g., layoff, quit, formal leave or transfer out) and returns to work on a job in the Bargaining Unit during the term of this Agreement on or before the start of the last payroll period ending in any month and has not had Union membership dues for that month deducted from any pay received in that month, Union membership dues for that month shall be deducted from the pay received by the employee in the next succeeding calendar month, provided the employee has a currently effective Authorization for Check-Off of Dues form on file and the employee has sufficient remaining net earnings to cover such Union membership dues after making the regular Union membership dues deduction.

504

(e) The Union shall accept into membership each employee who now is in the Bargaining Unit or in the future enters the Bargaining Unit.

505

(f) No employee shall be required to pay dues, nor shall the Company be required to deduct dues, for any period of time the employee is not on the active payroll or not in the Bargaining Unit.

506

(g) An employee shall not be required to become a member of or continue membership in the Union as a condition of employment if employed in any state which prohibits or otherwise makes unlawful membership in a labor organization as a condition of employment.

507

(h) If and when the court of last resort of any such state, or any federal court assumes jurisdiction within such state, shall hold by final judgment or decree not subject to further review that an employer and a Union, may, by agreement, require employees of plants located in such state, as a condition of employment, to become members of the Union, or a statute or constitutional amendment of any such state shall expressly so provide, then employees of plants in such state who are in the Bargaining Unit on the date when such judgment or decree becomes final, or such statute or constitutional amendment becomes effective shall, as a condition of employment, become members of the Union in accordance with (b) above.

508

(i) Before any termination of employment pursuant to this Article becomes effective, the employee involved shall first be given notice in writing by the Union to pay the prescribed original initiation fee, reinstatement fee and/or required dues. If the employee fails to pay the original initiation fee, reinstatement fee and/or dues, the Union shall then notify the Company of the delinquency in writing. The Company shall then notify the employee to pay the fee and/or dues, and notify the Union's Financial Secretary accordingly. If such dues and/or fees are tendered within forty-eight (48) hours after the employee receives this notification from the Company, dismissal hereunder shall not be required.

509

(j) An employee who shall tender an original initiation fee (if not already a member) or reinstatement fee if required and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to be a member of the Union for purposes of this Article.

510

(k) Membership in the Union, when used in this Agreement, is satisfied by the tender, either through a check-off authorization or directly to the Union, of uniformly required initiation or reinstatement fees and monthly dues.

## Section 2 - Deductions

511

The Company shall deduct Union membership dues including those based on Lump Sum Wage payments when applicable, from the wages of employees upon the following conditions and at the times and in the manner hereinafter provided.

512

(a) Written Authorization of Employee Required: Deductions will only be made from the wages of an employee who has executed and delivered to the Company upon entering the Bargaining Unit a written authorization on the following form:

513

- (1) Membership Dues, Initiation Fee, and Reinstatement Fee Deduction - Authorization and Assignment:

Name:

First	Middle	Last
-------	--------	------

Loc	Dept.	Shift	Employee No	Start Date
-----	-------	-------	-------------	------------

### MEMBERSHIP DUES, INITIATION FEE, AND REINSTATEMENT FEE DEDUCTION - AUTHORIZATION AND ASSIGNMENT

TO BOEING COMMERCIAL AIRPLANE - LONG BEACH ("BCA-LB") and AIRCRAFT AND MISSILES ("A&M-LB"). COMPONENTS OF McDONNELL DOUGLAS CORPORATION ("MDC"), a wholly owned subsidiary of The Boeing Company (herein called the "Company")

You are hereby authorized:

- To deduct from my wages each month such sum as shall have been certified by the United Automobile, Aerospace and Agricultural Implement Workers of America Local No. (herein called the "Union") as owed by me to the Union as and for membership dues, an original initiation fee, or reinstatement fee. Such deduction shall be made in accordance with the provisions of the Collective Bargaining Agreement between the Company and Union.

2. To remit all sums so deducted to the Financial Secretary of the Union:

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the effective date of the collective Bargaining Agreement or until the termination of the Collective Bargaining Agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than twenty (20) calendar days and not less than ten (10) calendar days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between the Company and the Union whichever occurs sooner.

Date \_\_\_\_\_  
Employee's Signature \_\_\_\_\_

514

(b) When Deduction Is Taken: Each current month's deduction as authorized will be deducted from an employee's wages which are earned during the first (1st) payroll period in any month, provided:

515

- (1) An authorization card has been received by payroll not later than noon on Monday of the first (1st) payroll period ending in the month as provided above, and has not been revoked.

516

- (2) The Union has certified in writing to the Company the amount of such dues. Certification and any changes thereto must be received no later than the tenth (10th) day of any month to be effective the following month. Once the Union has certified the amount, such certification will remain in effect until changed by the Union.

517

(c) Deduction of Initiation or Reinstatement Fee: An original initiation fee or reinstatement fee will be deducted, as applicable, when the first month's membership dues are deducted from the wages of an employee, provided the Union has notified the Company of the amount of such initiation fee or reinstatement fee not later than the tenth (10th) day of the month to be effective the following month, and provided:

518

- (1) The Union has identified in writing to the Company those employees subject to an original initiation/reinstatement fee deduction no later than noon Monday of the first (1st) payroll period ending in any month.

519

- a. In the event the amount of the original initiation fee should differ from the reinstatement fee, the Union will identify the appropriate deduction regarding each employee. Otherwise, the deductions will be treated as the same and will be reported as such.

520

- b. The Company, without notification from the Union, will deduct the required fee from those employees hired into the Bargaining Unit who have had no previous Company service.

521

(d) Pickup Deduction: In the event an employee's wages earned during the first (1st) payroll period ending in any month for which dues/fee are owed are insufficient to cover the deductions provided in (b) and (c) above, or the authorization card is received after the time specified in (b)(1) above, but before the start of the third (3rd) payroll period of the month, the Company will deduct the amounts owing therefore from wages earned during one of the subsequent payroll periods ending in the same month (unless advised in writing by the Union not to make such deduction). Thereafter, the Company will make no further attempt to make such deductions.

522

- (1) The Union may identify in writing to the Company employees subject to an initiation/reinstatement fee no later than sixty (60) calendar days from the affected employee's last date of retire or transfer into the Bargaining Unit. Once identified, the deduction will be subject to the provisions of (b), (c) and (d) above.

523

(e) Reinstatement With Back Pay: In the event an employee receives a back pay settlement or award for any calendar month for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.

524

(f) Remittance and Statements to the Union: The Company shall furnish on or before the twentieth (20th) calendar day of each month, the Union dues, reinstatement/initiation fee, remittance and statement data for the current month. Pickup remittance and statement data shall be submitted on or about the first (1st) of each month for the preceding month. Remittance and statement data will be submitted to the Financial Secretary of the Local Union in accordance with Article XX.

### Section 3 - Notice to Employees

525

(a) The Company will notify each employee who enters or reenters the Bargaining Unit of the obligation to become a member of the Union and pay membership dues as a condition of employment in accordance with this Article and will issue to the employee the following three (3) cards:

526

- (1) "Membership Dues, Initiation Fee, and Reinstatement Fee Deduction - Authorization and Assignment" (Section 2(a) above);

527

- (2) "Election to Pay Directly to the Union":

Name:

First		Middle		Last	
Loc.	Dept.	Shift	Employee No.	Start Date	

### ELECTION TO PAY DIRECTLY TO THE UNION

I elect to meet the conditions of my continuing employment as required under the Collective Bargaining Agreement applicable to that employment by becoming a member and paying Union dues and applicable initiation or reinstatement fees directly to UAW Local No. 148 on a monthly basis.

Date \_\_\_\_\_  
Employee's Signature \_\_\_\_\_



## (3) "Official Application for Membership"

(b) The employee will acknowledge such notification and receipt of the three (3) cards in writing on a form as set forth below. A copy of the signed form will be forwarded to the Union. The employee will further agree in writing on such form to sign and return one (1) of the three (3) cards to the Company within thirty (30) calendar days of accumulated service after entry or within seven (7) calendar days after reentry into the Bargaining Unit to signify which method has been elected of fulfilling the obligation under this Agreement.

## EMPLOYEE SELECTION

I understand that in order to fulfill the conditions of my continuing employment under the Collective Bargaining Agreement applicable to that employment, I must become a member of the Union to the extent of paying monthly membership dues and the appropriate initiation or reinstatement fees (where required) either through payroll deductions or directly to the United Automobile, Aerospace and Agricultural Implement Workers of America, Local 148.

I acknowledge receipt of three (3) cards; an application for membership in the Union, an authorization for deduction of dues/fees from my earnings; and an election to pay dues/fees directly to the Union.

I hereby agree to sign and return to the Company within such thirty (30) calendar days upon entry or within seven (7) calendar days upon reentry the appropriate card to indicate that I will meet this obligation either by Payroll deductions or payment directly to the Union.

Date \_\_\_\_\_  
Employee's Signature \_\_\_\_\_

Section 4 - Indemnity Agreement

The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Company in making payroll deductions as herein provided or in complying with this Union Security Article.

Section 5 - Savings Clause

§31

No action shall be taken pursuant to this Article which contravenes any local, state, or federal statute or other applicable law.

## ARTICLE VI - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1 - Conduct

600

It is agreed that the prompt reporting and resolution of problems will promote an amicable relationship between the parties. Therefore, employees are encouraged to report problems or disputes to their supervisors, without fear of reprisal. Representatives of both management and the Union shall, throughout the administration of the grievance and arbitration procedure, treat each other with courtesy and respect.

### Section 2 - Company-Union Grievances

601

(a) Scope and Procedure: Any grievance or dispute which the Union may have with the Company arising out of the application or interpretation of a specific Section or Sub-section of an Article or Articles of this Agreement shall be adjusted according to the following procedure:

602

- (1) Step One: The Union, through its President and the Chairperson of the Bargaining Committee shall present the grievances, in writing, to the appropriate Senior Manager - Union Relations. They, or their authorized Representatives, shall discuss the grievance within seven (7) days after the presentation of the grievance. The Company's decision shall be given in writing to the Union by the appropriate Senior Manager - Union Relations within seven (7) days after the discussion of such grievances.

603

- (2) Step Two: If the Union is dissatisfied with this decision, it may, within five (5) days of the receipt of such decision, appeal such decision, to the Director, Union Relations. Such grievance shall be discussed, within fifteen (15) days of such appeal, by the Director, Union Relations, and one (1) other Company representative, with a Representative of the International Office of the Union and a representative of the office of UAW Local 148. The Director, Union Relations' decision on such appeal shall be given to the Union, in writing, within seven (7) days after such discussion is concluded.

604

- (3) Right to Appeal: If the Representative of the International Office of the Union is dissatisfied with the Director, Union Relation's decision, the Union may submit such grievance to arbitration pursuant to Section 5 of this Article.

605

(b) Grievances Excluded From This Section: Grievances relating to classification, rate of pay or involving just cause, which can be presented under the provisions of Section 4 of this Article, shall not be presented under this Section. Grievances presented by an employee(s) under Section 4 shall become a part of the subsequent filing of a Company-Union grievance over the same subject matter with no further processing necessary of the Company-Employee grievance. Company-Employee grievances will not be presented after a Company-Union grievance has been filed dealing with the same subject matter.

### Section 3 - Procedure for Investigation of Alleged Misclassification

606

In the event it is alleged that an employee is improperly classified and such employee fails to file a grievance as provided in Section 4 of this Article, the following procedure will be used:

607

- (a) Union President Present Question: The Union may, through its President, report such alleged misclassification to the appropriate Senior Manager - Union Relations.

608

(b) Joint Investigation: The Union President and the appropriate Senior Manager - Union Relations or their Designees, will jointly investigate the alleged misclassification without delay.

609

(c) Corrective Action: If it is agreed that the employee is misclassified, his/her classification and any necessary adjustment in rate of pay shall be corrected effective the start of the payroll period nearest the date the misclassification was reported to the appropriate Senior Manager - Union Relations. In the event that such correction results in a promotion, such employee shall be reclassified to his/her former classification and rate of pay and assigned work within his/her classification unless such employee qualifies for such promotion under the provisions of Section 5 of Article VII of this Agreement.

610

(d) Agreement Closed Case: Where agreement is reached by the parties as the result of their joint investigation, the case will be closed and not subject to any further grievance procedure action.

611

(e) Employee May Grieve If No Agreement: Should the parties fail to resolve the issue before them to their mutual satisfaction, the affected employee may file a grievance in accordance with Section 4 of this Article.

#### Section 4 - Company-Employee Grievances

612

(a) Scope and Procedure: Grievances of employees with respect to rates of pay, wages, hours, and other conditions of employment, or arising out of the application or interpretation of a specific Section or Sub-section or an Article or Articles of this Agreement, shall be adjusted according to the following procedure. Grievances alleging improper discharge, layoff, or failure to recall filed by grievants not on the payroll, and other grievances mutually agreed upon by the Union and the appropriate Senior Manager - Union Relations shall constitute Type 1 grievances. All other employee grievances shall constitute Type 2 grievances.

613

- (1) Step One (Type 2 Grievances): Any aggrieved employee, or group of aggrieved employees (group grievances), either directly or through the District Steward, shall first orally present a Type 2 grievance to the employee's Supervisor. After discussing the grievance the Supervisor will investigate to determine the facts.

614

Supervisor Meet: The Supervisor shall meet with the District Steward and the grieving employee or employees, if the employee(s) wishes to be present, within three (3) working days after presentation of the oral grievance and shall attempt to adjust the grievance and render a decision.

615

- (2) (A) Step Two (Type 2 Grievances): If the decision of the Supervisor does not settle the grievance to the satisfaction of the grievant or the Union, then either the grievant or the Union may, after informing the supervisor, appeal the grievance in writing to the employee's department head within three (3) working days from the date on which the decision in Step One was rendered. Accompanying the appealed grievance will be a grievance summary, on a form supplied by the Company, completed by the supervisor and the steward.

- (ii) Second Step Weekly Meetings (Type 2 Grievances): Once each week on a regularly scheduled day and agreed upon time, the employee's department head and the District Steward shall meet for the purpose of resolving problems, issues, concerns and previously presented grievances since the last weekly meeting. The parties shall commit to share information and perspectives that will enable both to more effectively work together so that the need for written grievances is minimal. Either the department head or the District Steward may request that the aggrieved employee or employees be present during the discussion of their grievance. The department head will also render a written decision on those grievances discussed at the previous week's meeting.

Authority of Representatives: Any person (for example, Supervisor or department head and District Steward) representing and acting on behalf of a party in Step One or Step Two of the grievance procedure shall have full authority to adjust and settle the grievance being discussed and such settlement shall not establish a precedent.

- (3) (A) Step Three (Type 2 Grievances): If the decision of the department head does not settle the grievance to the satisfaction of the District Steward, then the District Steward, through the Bargaining Committee person, may appeal the grievance to Human Resources within three (3) working days from the date on which the decision in Step Two was rendered. In order to appeal such grievance within the specified time limits, a written summary must be submitted by each party and signed by both the department head and the steward. Each written summary will include specific reasons why the grievance cannot be resolved at Step 2.

- (i) Step Three Hearings on (Type 2 Grievances): The Bargaining Committeeperson and the respective Human Resources Representative shall meet and discuss a Type 2 grievance to attempt to arrive at a satisfactory settlement. In the event the grievance is not resolved by such discussion, a Third Step hearing will be held within five (5) working days following the submission of the grievance to the Third Step of the Grievance Procedure at which time the parties may present evidence or witnesses in support of their positions. After hearing the evidence the Human Resources Representative shall render a decision in writing to the Bargaining Committeeperson within ten (10) working days after the completion of the hearing, at which time the Bargaining Committeeperson will either accept, reject or acknowledge the receipt of the grievance answer.

- (ii) Attendance of Employee at Type 2 Grievance Hearing: Either the Company or the Bargaining Committeeperson may request that the employee or employees aggrieved be present at the hearing between the Bargaining Committeeperson, the Human Resources Representative and the department head or the designee at which such employee's grievance is being discussed. Any such employee who may be present at such hearing during the employee's regular shift hours shall not be docked for such time, but shall not be entitled to overtime pay by reason of having appeared at such hearing. Any such employee or employees whom the Union may desire to be called from their work to attend any such hearing shall be notified by the Company at the request of the Union. Not more than one such employee may be called in at one time, unless otherwise agreed by the parties. On group grievances, the parties agree that no more than five (5) employees of the group, chosen by the Union to be representative of the group, shall attend hearings under Section 4 of this Article.

- (B) Type 1 Grievances: Type 1 grievances shall be filed in writing directly into Step Three. The grievances may be presented by a Bargaining Committeeperson to the appropriate Senior Manager of Union Relations, or designee, in accordance with Section 6(d) of this Article. It shall be in writing on the Statement of Grievance form supplied by the Company and signed by the aggrieved employee. Such grievance form shall be prepared in compliance with Section 6(f).

Third Step hearings will be held weekly and will be scheduled for hearing within five (5) working days after the grievance has been filed. The appropriate Senior Manager - Union Relations shall present to the Chairperson of the Bargaining Committee prior to the hearing, a written agenda of the grievances to be heard. Not more than two members of the Bargaining Committee and not more than two Representatives of Human Resources will hear the grievance. The Company's written decision shall be rendered within ten (10) working days after the completion of the hearing of the grievance, at which time the Bargaining Committee person will either accept, reject or acknowledge the receipt of the grievance answer.

Except when the Bargaining Committee person accepts an answer given at Step 3 on a Type 1 or Type 2 grievance, a Joint Stipulation of Facts will be completed by the Human Resources Representative and the Bargaining Committee person. The Joint Stipulation of Facts will note only those facts stipulated by the parties. Attached to the Joint Stipulation of Facts will be the written position of the Union and the written position of the Company. Position statements do not preclude new information from being added subsequently to this document being prepared. No grievance can be appealed to the next step without a completed Joint Stipulation of Facts and the accompanying position statements and checklist signed by the parties, along with any other pertinent documentation which will be attached to the grievance. Draft documents exchanged must be initialed and dated by the parties and are not admissible in any subsequent hearings.

Attendance of Grievant at Type 1 Grievance Hearing: Either the Company or the Bargaining Committee person may request that a grievant who filed a Type 1 grievance be present at the grievance hearing at which such employee's grievance is being discussed. Not more than one such grievant may be called in at one time, unless otherwise agreed by the parties. Witnesses necessary to help determine the facts pertinent to the grievance may be called by mutual agreement between the parties.

Not more than one such employee witness may be called in to the hearing at one time, unless otherwise agreed by the parties.

Witnesses mutually agreed upon shall be notified by the Company at the request of the Union provided the name(s) of known witness(es) are provided to the Company at least two (2) hours prior to the scheduled hearing.



## Section 5 - Arbitration

### (a) Procedure for Requesting Arbitration:

627

- (1) Request for Arbitration: Within eleven (11) working days from the date of receipt of the decision of the Director, Union Relations on a grievance under Section 2, or the Company's decision on a grievance in Step Three under Section 4 of this Article, the Union, through the Chairperson of the Bargaining Committee, or designee, may request in writing on a grievance form provided by the Company that a grievance, arising out of the interpretation or application of a specific Section or Sub-section of an Article or Articles of this Agreement be appealed to arbitration. The Chairperson of the Bargaining Committee, or designee, and the appropriate Senior Manager of Union Relations, or designee, shall meet weekly and discuss the grievance to attempt to arrive at a satisfactory settlement. No grievance can be appealed to Step 4 without the completion of the Joint Stipulation of Facts and position statements. Only such grievances may be appealed to arbitration and none of them shall be arbitrated unless the request for arbitration states the specific Section(s) or Sub-section(s) of the Article(s) of this Agreement to be interpreted or applied.

628

- (2) Step Four - Arbitration Appeals Committee: An Arbitration Appeals Committee composed of, for the Union, one (1) member to be appointed by the Director, UAW Region 8, one (1) member to be appointed by the Director, UAW Aerospace Department, and the Chairperson of the Bargaining Committee, or designee and for the Company, a senior management representative from the appropriate division, the appropriate Senior Manager - Union Relations and one other representative, not to exceed three (3). Either party may request that a mutually agreed upon mediator be present at any Step Four hearing. If such a mediator is requested, the selection and duties of the mediator are described in Attachment No. 12. The committee shall meet semi-monthly on days mutually agreed upon to resolve grievances not settled in Step Three of the grievance procedure. The Company will furnish the Appeals Committee, at least seven (7) calendar days prior to the hearing, a list the grievances to be reviewed by the Committee.

- (3) Certification to Arbitration: Grievances not resolved by the Arbitration Appeals Committee may be certified to arbitration by written notification from the UAW Director - Region 5 to the appropriate Senior Manager - Union Relations. Such written notification will be made as soon as possible and in no case later than fifteen (15) calendar days after review by the Arbitration Appeals Committee. Any grievances not appealed or certified in accordance with the time limits set forth in Article VI, Section 6 shall be considered fully settled, without prejudice to the position of either party, on the basis of the Company's written disposition in Step Three.

- (4) Step Five - Submission to Arbitration: Upon the receipt of such a written request for arbitration the Company and the Union shall prepare a submission to arbitration signed by the Union and the Company setting forth the issues and the specific Article(s), Section(s) and Sub-section(s) in dispute. If the Company and the Union cannot agree upon the submission for arbitration, each party, at least two (2) working days in advance of the hearing, shall submit to the other a statement in writing of the issues it considers in dispute. After the parties' opening statements and prior to the taking of evidence or testimony at the hearing, the Arbitrator shall determine the issues, and in cases involving Employee Grievances the specific remedy based on the issues set forth by the Arbitrator, provided that such issues are arbitrable under the terms of Sub-section (a) of this Section 5.

- (5) Selection of Arbitrator: When there is no Permanent Arbitrator, the parties shall attempt to agree upon an ad hoc Arbitrator. In the event the parties cannot agree upon an ad hoc Arbitrator, they shall, within two (2) working days after certification to arbitration, draw from a panel of five (5) Arbitrators from a pre-established permanent "fishbowl". Such "fishbowl" shall be established by the appropriate Senior Manager - Union Relations and the Chairperson of the Bargaining Committee in accordance with the provisions of Attachment No. 11. The parties shall attempt to agree on an Arbitrator within three (3) working days after the establishment of the panel, they shall, on or before the fourth (4th) day, each strike two (2) names from such panel in the following manner: The parties shall determine by lot the order of elimination and thereafter each shall in that order alternately eliminate one name until only one remains. The fifth (5th) or remaining person shall be the Arbitrator. If the Arbitrator selected is not available within forty-five (45) calendar days after selection, the selection procedures shall be repeated, starting within two (2) working days after the Arbitrator selected informs either party of unavailability within forty-five (45) calendar days.

The party so informed shall immediately notify the other party of the selected Arbitrator's unavailability.

632

When a Permanent Arbitrator is agreed upon between the parties, all grievances selected to be arbitrated under Section 5(a)(3) above, shall be heard by the Permanent Arbitrator. In the event the services of the Permanent Arbitrator should be terminated, or he/she is unavailable, the parties shall select within thirty (30) calendar days another Permanent Arbitrator. Failing to do so within the thirty (30) days time limit, the parties shall return to the use of the "fishbowl".

(b) Rules Governing Hearing and Award:

633

- (1) Moving Party Has Burden of Proof: The moving party shall have the burden of proof in any arbitration proceeding. In cases involving the discipline of an employee, the Company shall be deemed the moving party, and in all other arbitrations the employee or the Union shall be deemed the moving party.

634

- (2) Right of Parties to Be Present: The employee affected and his/her Supervisor shall be entitled to be present at all times during any arbitration hearing. Observers may be present by mutual agreement, however, they will not participate in the case in any manner.

635

- (3) Limitation on Testimony and Argument: Only such testimony and argument shall be heard at any arbitration hearing as is pertinent and relevant to the issues as framed by the submission statement or as determined by the Arbitrator under Section 5(a)(4) of this Article.

636

- (4) Power of Impartial Arbitrator: In making the award the Impartial Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or supplements thereto, nor extend any award to other than the employee (or employees in the case of a group grievance) whose grievance is being arbitrated.

637

- (5) Transcript of Proceedings: Either party may, at its option and at its own expense, have the arbitration proceedings reported and transcribed. A copy of the transcription will be made available to the other party at cost.

638

- (6) Award in Writing and Final: The decision of the Impartial Arbitrator shall be rendered in writing within fifteen (15) days after the conclusion of the taking of evidence and shall be final and binding upon the parties involved. Since the Arbitrator's decision shall be final and binding upon the parties involved, the Arbitrator will not retain jurisdiction as part of the decision and award. A copy of such decision shall be mailed to each party and to the UAW Director, Region 5, 11340 Hammock Drive, Bridgeton, Missouri 63044, and National Aerospace Department, UAW, Detroit, Michigan.

639

- (7) Expenses of Arbitration: Each party shall bear one-half of the fee and expenses of the Impartial Arbitrator. Each party shall be responsible for all expenses incurred by it in the presentation of its case, including the payment for time lost by any employee called as a witness or acting as a Union counsel during the arbitration.

640

- (8) Investigation by Impartial Arbitrator: The Impartial Arbitrator may make such investigation on the Company premises, as the Arbitrator deems proper, with the aid of the appropriate Senior Manager - Union Relations or Designee and the International Representative of the Union and the Chairperson of the Bargaining Committee or Designee and may examine the witnesses of each party. When making such investigation the Arbitrator shall be accompanied by one (1) Representative each of the Company and of the Union.

641

- (9) Cross-Examination of Witnesses: Each party shall have the opportunity to cross-examine any witness called by the other party and the Impartial Arbitrator shall have the right to question any witness at any time.

- (10) Priorities: Separate priority lists will be established for Company/Union, Type 1, and Type 2 grievances. Company/Union, Type 1, and Type 2 grievances shall be scheduled from their respective lists in the order certified to arbitration. Company/Union and Type 1 grievances will be given priority over Type 2 grievances. The Company/Union grievances will be given priority over all other grievances.

#### Section 6 - General

(a) Compliance With Time Provisions of This Article: The parties agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievances that may arise, and that they will each abide by such time limitations, unless an extension of any such time limitation is mutually agreed to in writing.

(b) Extension of Time: Any of the periods within which any of the acts required by this Article is to be performed may be extended by written consent of the parties. If such extension is requested by the Union in a grievance involving continuing financial liability on the part of the Company, the period of time covered by such extension shall not be counted in determining financial liability.

(c) Computation of Time: In computing the time within which an act is required to be performed under this Agreement, days not scheduled as regular plant workdays shall be excluded, except where calendar days are specified.

Any act of the Company or the Union required to be in writing must be mailed by certified or registered mail or personally delivered to the other party. Compliance with any time limits provided for shall be determined by reference to the postmark date if such letter was mailed or to the date of receipt if personally delivered.

- (d) Time Within Which to File Grievance:

- (1) No matter shall be considered as a grievance, under either Section 2 or Section 4 of this Article, unless it is presented within ten (10) days after occurrence of the events on which the grievance is based, unless the circumstances of the case made it impossible for either the employee or the Union to know that grounds existed for such claim prior to the expiration of such ten (10) day period.

648

- (2) Grievances regarding alleged improper discharge or improper disciplinary layoff must be filed in writing within ten (10) days after such discharge or after receiving such layoff.

649

- (3) Grievances regarding alleged improper layoff must be filed in writing within ten (10) days after such layoff unless the circumstances of the case made it impossible for either the employee or the Union to know that the employee had such a grievance prior to that date.

- (e) Limitation on Retroactive Effect of Grievance or Arbitration Decision:

650

- (1) No reclassification or change in rate to be effective prior to the date a grievance is filed shall be granted in any decision under this Article, unless the aggrieved employee requests in the statement of the employee's grievance that the reclassification or rate change be made effective retroactively, and it is determined in the grievance or arbitration procedure to be justified. If such request is made and found to be justified, such decision shall be made retroactively effective as of the beginning of the payroll period nearest the date that the misclassification first occurred or the change in rate was found to be justified; provided that such retroactive period shall not extend beyond ten (10) days prior to the date such grievance was filed.

651

- (2) No grievance or arbitration decision covering any other type of grievance shall provide for retroactive effect for more than thirty (30) days prior to the date such grievance was filed.

652

- (f) Written Grievances: Any grievance required to be in writing shall include all of the following information:

653

- (1) The statement of the grievance and the facts upon which it is based.

654

- (2) The remedy or correction requested.

655

- (3) The signatures of the aggrieved employee or employees and the Union Representative presenting the grievance.

656

- (4) Grievances appealed to or filed in Step Three shall specify on the Grievance Form in the space provided the specific Articles, Sections and Sub-sections in addition to any reference to Article II, Section 2, of this Agreement alleged to have been violated. The Bargaining Committee Chairperson may amend the Article, Sections, and Sub-Sections allegedly violated at the time of appeal to Step 4.

657

(g) Attendance of Witnesses at Arbitration and Grievance Hearings: Witnesses necessary to help determine the facts pertinent to the grievances may be called by mutual agreement between the parties. Not more than one such employee witness may be called in to the hearing at one time, unless otherwise agreed by the parties. Witnesses mutually agreed upon shall be notified by the Company at the request of the Union provided the name(s) of known witness(es) are provided to the Company at least two (2) hours prior to the scheduled hearing.

658

(h) Written Decisions: At any step in the grievance procedure, each grievance required to be in writing shall be answered by the Company in a written decision which sets forth the reasons for its decision.

659

(i) Decision Final: The decision rendered in any step of the grievance or arbitration procedures provided for in this Article shall be in writing and signed by the person or persons who made the decision. Such decision shall be final and binding upon the parties involved unless within the time allowed, such decision is appealed to the next step in the proper grievance procedure or to arbitration, where arbitration is available.

660

(j) Time for Paying Grievance and Arbitration Awards: The Company will attempt so far as is practicable to pay any employee found to be entitled to monetary redress by reason of a grievance or arbitration award within thirty (30) calendar days of the date of such award.

661

(k) Notwithstanding the provisions of Section 2 and Section 4 above, probationary employees may be released or terminated by the Company any time during the period of probation without a showing of cause.

(l) Disciplinary Actions and Terminations:

662

- (1) When the Company determines that an employee is to be given a disciplinary layoff, decision making leave or is to be suspended (in accordance with Attachment 3b) or discharged, such employee shall be advised by the Human Resources Representative or other member of management that he/she has the right to have a Union Representative present at the time of the actual notification of such discipline and to consult with the Union Representative prior to leaving Company premises.

663

- (2) When the Company determines that an employee on the active payroll is to be released, such employee shall be advised by the Human Resources Representative or other member of management that he/she has the right to have a Union Representative present at the time of the actual notification of such release and to consult with the Union Representative prior to leaving Company premises.

Section 7 - Limitation of Effect of Disciplinary Action

664

(a) Any disciplinary action, except for attendance, shall be void and without effect six (6) months after the date of the issuance.

665

(b) A disciplinary action for attendance shall be void and without effect six (6) months after the date of its issuance, unless during this six (6) month period additional disciplinary action for attendance occurs. In this case, the effectivity of the prior disciplinary action shall be extended for six (6) months from its originally scheduled expiration date to a total of twelve (12) months.



666

- (c) The Company will remove such void disciplinary action from its records.

Section II - Medical Disputes

667

(a) Should a dispute exist concerning the physical and/or mental condition of an employee, by agreement between the parties, the employee may be referred, at any step in the grievance or arbitration procedure, to a reputable clinic or doctor chosen mutually by the parties and located in the general area of the plant where the dispute arises. The fee shall be paid one-half by the Company and one-half by the Union.

668

(b) The determination of the clinic or doctor shall be limited to medical findings concerning the disputed physical and/or mental condition of the employee. A full report of such medical findings shall be submitted to the parties.

669

(c) The Company shall attempt to place the employee in an available job the employee can do consistent with such medical findings.

## ARTICLE VII - SENIORITY

### Section 1 - Definition and Application

700

(a) Definition of Seniority: Seniority as used herein is designated as the rights accruing to employees through length of service, which entitles them to certain preferences provided for in this Agreement.

701

(b) Application of Seniority for Employees Represented by UAW Local 148: As used in this Agreement classifications are identified in Attachment 1-A. Leads are not considered in a classification for the purposes of this Agreement but are identified for pay purposes.

### Section 2 - Determination of Seniority

702

(a) Employees Now in the Bargaining Unit: The seniority of each employee shall accrue and be determined from the start date or transfer, without seniority, into the Bargaining Unit.

703

(b) Employees Hired into the Bargaining Unit: New employees and former employees rehired with loss of seniority, shall possess no seniority rights during the first ninety (90) calendar days of their employment in the Bargaining Unit. Such employees who continue in the employ of the Company after said period of ninety (90) calendar days shall be credited with seniority as of the effective start date of their hire or last rehire in the Bargaining Unit.

704

(c) Probationary Employees: New employees and employees rehired without seniority shall be probationary employees during the first ninety (90) calendar days of their employment in the Bargaining Unit. An employee without seniority will not accrue seniority during a leave of absence and that time on a leave of absence does not count towards satisfying the 90 calendar day probationary period.

(d) Employees Transferred and/or Reclassified Into the Bargaining Unit:

Employees with no seniority who are transferred and/or reclassified from a job not included within the Bargaining Unit to a classification included within the Bargaining Unit, shall possess no seniority rights during the first ninety (90) calendar days of their employment on the active payroll in the Bargaining Unit. Such employees who continue in the employ of the Company after said period of ninety (90) calendar days in the Bargaining Unit shall be credited with seniority as of the effective date of their transfer or reclassification into such classification.

(e) Employees Reclassified Within the Bargaining Unit: When an employee is reclassified from a classification or Lead within the Bargaining Unit to another classification also within the Bargaining Unit, the employee's seniority shall be transferred upon the effective date of the reclassification.

(f) Reclassifications and/or Promotions Out of the Bargaining Unit:

- (1) Employees of the former McDonnell Douglas Corporation who were reclassified and/or promoted prior to 24 February 1975 from a job classification in the Bargaining Unit to one not in the Bargaining Unit in the former McDonnell Douglas Corporation shall retain the seniority possessed at the time of such reclassification or promotion and shall continue to accumulate seniority up to 24 February 1975. After 24 February 1975 such employees who remain continuously employed in the former McDonnell Douglas Corporation, now The Boeing Company will retain the seniority credited on 24 February 1975 but not accumulate any Bargaining Unit seniority thereafter. Upon subsequent return to the Bargaining Unit, all retained and accumulated seniority shall be credited to the employee in accordance with Section 6(c) of this Article.

- (2) Employees reclassified and/or promoted subsequent to 24 February 1975 from a job classification in the Bargaining Unit to one not in the Bargaining Unit at the former McDonnell Douglas Corporation who remain continuously employed at the Company shall retain all Bargaining Unit seniority possessed at the time of such reclassification/promotion but shall not accumulate seniority while classified in a classification not in this Bargaining Unit. Upon subsequent return to the Bargaining Unit, all retained seniority shall be credited to the employee in accordance with Section 6(c) of this Article.

709

- (3) Employees reclassified and/or promoted subsequent to 19 October 1986 from a job classification in the Bargaining Unit to a supervisory or administrative position directly connected with work performed in the Bargaining Unit who remain continuously employed in the former McDonnell Douglas Corporation, now The Boeing Company shall continue to accumulate Bargaining Unit seniority for a period up to one (1) year. If at any time during the one (1) year period, such employee elects to and subsequently returns to the Bargaining Unit, the return will be accomplished within thirty (30) days of receipt of the written request. The employee will be placed in accordance with Section 6(c) of this Article. If the employee elects to retain the supervisory or administrative position following the one (1) year period, seniority shall be retained in accordance with the provisions of Section 2(f)(2) above.

710

(g) Restoration of Lost Seniority: If an employee is rehired after loss of seniority under Section 4(c) of this Article, the employee's seniority at the time of layoff or release, plus any seniority such employee was entitled to accumulate during layoff or release in accordance with Section 4(f) of this Article, will be restored after ninety (90) calendar days of continuous service on the active payroll, provided:

711

- (1) the employee reenters this Bargaining Unit within five (5) years from the employee's loss of seniority as provided in Section 4(c) or 4(d) of this Article, and

712

- (2) the employee notifies Human Resources in writing, on a form supplied by the Company, within two-hundred seventy-five (275) calendar days after the employee's ninety (90) calendar days of continuous service in the Bargaining Unit.

713

Such restoration of seniority will not be granted sooner than sixty (60) calendar days after date of receipt by Human Resources, and if notice of layoff occurs during said 60 calendar day period, restoration will not be granted,

714

(h) Seniority During Periods of Layoff: Employees with seniority who are terminated by reason of layoff or transferred out of the Bargaining Unit in lieu of layoff shall accumulate seniority during periods of layoff, provided they do not lose their seniority under any of the provisions of Section 4 of this Article.

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715

(i) Seniority of Union Representatives: The Local Union President, Bargaining Committee, Seniority Committee, Health and Safety Representatives, and District Stewards shall be entitled, subject to their ability to perform the required services of any remaining job within the district to which assigned, and without regard to their seniority, to be the last employees laid off (or adjusted per Section 9(e)-(f) of this Article) within their respective districts. Such employees shall not be transferred, except by agreement with the employee or the Union, out of their respective districts except when their districts are closed down or they accept a promotion or recall outside their districts. Such employees shall be downgraded in accordance with the provisions of Section 6 of this Article (or adjusted per Section 9(c)-(f) of this Article) only with the approval of the Senior appropriate Manager - Union Relations.

716

(j) In the event that work of a District Steward's classification is no longer performed in the district, said District Steward, upon termination of his/her current term of office, shall be transferred out of his/her district to work within his/her classification.

717

(k) Alternate Stewards, Bargaining Committeepersons and Seniority Committeepersons, when functioning as Representatives during periods when the regular Representative is either on Vacation (five (5) or more standard workdays) or on authorized formal leave of absence pursuant to Article VIII, may also enjoy such rights and privileges as stated above upon submission of a Union Representative Vacation or Authorized Leave Notification Form by the Local Union to the Company Seniority Department. Such form, whenever practicable, will be submitted in accordance with Article IV, Section 1(c).

718

(l) Employees Not Governed by Seniority Rules: The Company may employ as production and maintenance workers, without regard to seniority, but for not more than twelve (12) months each, the following classes of employees:

719

- (1) Bona fide trainees for non-bargaining unit technical, engineering, administrative or executive positions. No regular full-time production and maintenance employee shall be laid off by reason of the employment of such trainees.

720

- (2) Employees possessing needed skills not possessed by employees presently employed within the Bargaining Unit or subject to recall, to facilitate the tooling and/or start of production of a manufacturing contract and/or termination of an existing manufacturing contract. A list of

employees employed without regard to seniority, as provided herein, shall be furnished by the Company to the Union.

721

(m) Employees Starting on Same Calendar Day: The seniority of persons starting on the same calendar day shall be determined by alphabetical order of their most recent surname as shown on Company seniority records, and if surnames are identical, in alphabetical order of first name, then middle name.

722

(n) Seniority During Leaves of Absence: Employees who possess seniority at the time they receive an approved leave of absence granted in accordance with Article VIII shall continue to accumulate seniority during such approved leaves of absence.

#### Section 3 - Temporary Transfers

723

If an employee is temporarily transferred from the Bargaining Unit for a period not to exceed one hundred twenty (120) calendar days, or for such longer period as may be mutually agreed upon by the Company and the Union, in writing, the employee shall retain and accumulate seniority in the classification or Lead from which transferred during the period of such temporary transfer.

#### Section 4 - Loss of Seniority

724

Seniority shall be lost only by the occurrence of any of the following:

725

(a) Quit.

726

(b) Discharge or release except as provided in Section 6(f) of this Article or Article IX, Section 7.

727

(c) Layoff out of the Bargaining Unit for seven (7) years regardless of years of seniority at the time of layoff, except as provided in Section 7(e) of this Article. This provision will apply to those employees who were placed on layoff on or after May 7, 1998.

728

(d) Expiration of Disability Leave, except as provided in Section 6(f) of this Article.

729

(e) Failure to notify the Company's Employment Department of intention of accepting or rejecting a recall within five (5) working days from "date of postmark" of notice of recall sent by certified or registered mail to the most recent address and name change shown on the Company's personnel records, or failure to return to work within two (2) working days after notifying the Company of intention to report for work, unless such employee, who would retain seniority except for the provisions contained herein, contacts seniority operations in writing within (15) working days of seniority loss, seniority will be reinstated and the employee will be placed on the recall list in seniority order for the next recall opportunity. An employee's seniority and recall(s) will be restored within five (5) working days of satisfying the requirements of this Sub-Section (e).

730

(f) Retirement and election of deferred benefits under the provisions of the Pension Plan(s) of the former McDonnell Douglas Corporation, now The Boeing Company.

731

(g) Refusal to reenter the Bargaining Unit in accordance with Section 6(c) of this Article.

732

(h) Failure of the employee to keep the Company informed, in writing, of proper mailing address and name changes. All such changes must be sent by certified or registered mail to The Boeing Company, 3855 Lakewood Boulevard, Long Beach, California 90846, Attention: Seniority Operations, and must be received by Seniority Operations prior to the employee being issued a recall notice.

733

(i) Refusal of recall by a former employee while on layoff who has no additional recall.

734

(j) Employees (whose rate of pay is based upon Attachment I-B - hereafter referred to as Entry employees) who fail to establish recall at time of layoff from the Bargaining Unit unless rehired in the Bargaining Unit within two (2) years from the date of termination by reason of layoff.

## Section 3 - Promotions

735

(a) Definition of Promotion: When determining whether a reclassification is a promotion, the maximum base rate of the employee's present classification shall be compared to the maximum base rate of the proposed classification. If the maximum base rate of the proposed classification is higher, it shall be considered a promotion, with or without an immediate change in base rate. (For the purpose of this Section, inspection jobs which will inspect the applicant's work, shall also be considered a promotion).

736

- (1) When a classification is to be filled by promotion, qualified employees with seniority (except Entry employees) who have on file promotion requests, will be selected for promotion in seniority order.

- (2) Promotion Procedure:

737

- (A) Notice of anticipated job openings will be posted on Company designated bulletin boards. The notice will be updated quarterly. A brief description of the classification requirements will be provided.

738

- (B) Employees in (1) above who possess the required qualifications may apply for promotion to any classification at any time. Employee qualifications must be stated in writing on a form to be supplied by the Company and supported by the employee's work history as reflected on Company records maintained by the Human Resources Department or documentation that supports qualifications supplied by the employee prior to submitting an application for a promotion.

739

- (C) Eligible employees may only have two (2) applications in process at one time.

740

- (D) When an available opening occurs in a classification for which currently there are no qualified applicants, the Company will post that classification for five (5) working days.

741

- (E) Employees will be notified in writing not later than thirty (30) calendar days after submitting their application for promotion



whether their applications are accepted or denied. If the application is denied, the employee will be informed of the specific reason(s) for the denial. If an employee requests, a review committee composed of two (2) Company Representatives and two (2) Union Representatives will review the employee's qualifications and will inform the employee in writing of the results. In order to overrule the disqualification decision, a majority of the review committee must agree on the original disqualification stands. Employees who are disqualified shall not be eligible to file another request for the same classification until they can submit evidence that the reason(s) they were disqualified no longer exists.

742

- (F) When significant technological changes occur in a classification, which necessitate a change in the required qualifications, accepted applicants may be required to submit additional evidence in order to remain qualified.

743

- (G) Applications may be cancelled on a form provided by the Company prior to the time of selection for promotion. Employees whose promotion requests have been accepted will not be allowed to refuse the promotion once the applicant is selected (application attached to the requisition). When an employee is qualified for two (2) classifications and is promoted to the higher rated of the two (2), the lower rated application will be cancelled.

744

- (H) If more than one (1) classification for which the employee has been qualified becomes available at the same time, the employee will be reclassified to the higher rated classification.

745

- (I) When an employee is promoted under the provisions of the promotion procedure, the employee will not be eligible to be reclassified through another application for promotion for a period of one (1) year. If the employee is laid off from the classification he/she was promoted to but remains in the Bargaining Unit on the active payroll, the one (1) year restriction will not apply.

746

- (J) Promotions have precedence over shift transfers. Recalls have precedence over all promotions. The provisions of Article VII,

Section 6 (Layoff) take precedence over all promotions and shift transfers.

747

- (K) In order to determine whether the reclassification of an employee from Lead to a classification is a promotion, the maximum base rate of the classification of the Lead shall be compared with the maximum base rate of the classification to which it is proposed to reclassify such employee. If the maximum base rate of the proposed classification is higher, it shall be considered a promotion, with or without an immediate change in base rate.

748

- (L) Employees who are disqualified after promotion, in accordance with Section 6(a) 10 of this Article, shall not be eligible to file another request for the same classification until they can submit evidence that the reason(s) they were disqualified no longer exists.

749

- (M) Employees may disqualify themselves within the first ninety (90) calendar days after promotion. Such employee will not be eligible to submit a request for promotion to the same classification for a period of one (1) year.

750

- (N) Leaving the Bargaining Unit for any reason, except temporary transfers out of the Bargaining Unit not to exceed thirty (30) calendar days, will cancel all active applications for promotion.

751

In the application of this Sub-section (a), only those qualifications necessary to perform the minimum requirements of the available higher-rated classification will be considered in determining qualifications.

752

(b) Candidates for Promotion on Leave of Absence: Qualified employees who would have been promoted had they not been on an authorized formal leave of absence or on paid absence, as defined in Articles VIII, XII and XIV, will be promoted within five (5) working days after their return provided such authorized formal leave or paid absence does not exceed thirty (30) calendar days. Those employees whose authorized formal leave of absence or paid absence will extend beyond thirty (30) calendar days shall be considered for promotion in seniority order to the next available opening following their return from such absence.

## Section 6 - Layoff Provisions

753

(a) Layoff: When it becomes necessary for the Company to reduce the number of employees in a classification in the Bargaining Unit, employee(s) shall be selected for layoff in accordance with the following:

754

- (1) Employees with no seniority in the reducing classification shall be first laid off.

755

- (2) Next, Entry employees with seniority in the reducing classification shall be laid off in inverse seniority order.

756

- (3) Next, remaining employees in the classification with seniority will be laid off in inverse seniority order. (Including Leads of the classification).

757

- (4) Employees affected in paragraph (2) above shall be placed in the classification held immediately prior to their reclassification provided: (1) the employee was not in Entry status of the classification held immediately prior to their reclassification; and (2) provided the employee has greater seniority than that of other employees with recall to such classification.

758

- (5) The provisions of (4) above shall not apply to employees who were directly hired, rehired, or transferred without seniority into the Bargaining Unit as an Entry employee of the reducing classification. Such employees shall be subject to termination by reason of layoff.

759

- (6) Employees affected in paragraph (3) above shall be placed in accordance with the Placement Procedure in Attachment I-C except as provided in paragraph (9) below of this Section.

760

- (7) Employees affected in paragraph (4) above, who do not possess sufficient seniority to be placed in the applicable former classification,

shall then become subject to the Placement Procedure in Attachment 1-C if their applicable former classification is listed in Attachment 1-C. Employees who have exercised all placement provided herein, and/or refused placement, shall be subject to termination by reason of layoff.

761

- (8) An active employee placed in accordance with paragraph (4) above or the Placement Procedure in Attachment 1-C shall accept or reject such placement within twenty-four (24) hours of notification. An active employee who is absent on the day of notification, or an employee who fails to accept or reject such placement within twenty-four (24) hours of notification, shall be placed in the new classification.

762

- (9) In the event an employee has been reclassified to a new classification within the Bargaining Unit and becomes subject to layoff within six (6) weeks after the effective date of such reclassification, the employee shall be entitled to be returned to the classification held immediately prior to the reclassification, provided: (1) the employee was not in Entry status of the previously held classification; and (2) the employee has greater seniority than that of other employees who may be on recall to such classification. Active employees who have exercised all placement rights as provided above will be given consideration for placement in available openings for which qualified.

763

- (10) Employees disqualified by supervision from their currently held classification will be placed in accordance with Article VII, Section 6, as if on layoff from that classification. Upon mutual agreement between the Company and the Union, employees who elect to disqualify themselves will also be placed in accordance with Article VII, Section 6. Once disqualified, the employee will lose all rights to the classification from which disqualified.

(h) Establishing Recall:

764

- (i) Employees with seniority (except Entry employees) shall establish recall to the classification from which laid off subject to the provisions of Section 4, Section 7(a) and Section 7(e) of this Article provided they are:

765

- (A) Terminated by reason of layoff; or

- 766
- (B) Placed in former classifications in accordance with Section 6(a)(6) of this Article; or
- 767
- (C) Placed in any other classification in lieu of layoff; or
- 768
- (D) Transferred out of the Bargaining Unit in lieu of layoff.
- 769
- (2) Entry employees with seniority subject to Section 6(a)(2) of this Article, whose base rates of pay at the time of layoff were equal to or higher than the base rate of pay for week number thirty-six (36) of the schedule reflected in Attachment I-B, shall establish recall to the classification from which laid off subject to the provisions of Section 4, Section 7(a) and Section 7(e) of this Article provided they are:
- 770
- (A) Terminated by reason of layoff; or
- 771
- (B) Placed in former classifications in accordance with Section 6(a)(4) of this Article; or
- 772
- (C) Placed in any other classification in lieu of layoff; or
- 773
- (D) Transferred out of the Bargaining Unit in lieu of layoff.
- 774
- (3) In the event employees have insufficient seniority to enter a previously held classification as provided in (b)(1)(B) and (b)(2)(B) above, they shall be considered to have held the classification for the purpose of establishing recall.
- (c) Return of Salaried or Hourly Employees to the Bargaining Unit:

775

- (1) When the Company determines it necessary to place salaried or any hourly-paid employees who were formerly promoted or reclassified as provided in Section 2(f) of this Article back into the Bargaining Unit, such employees shall:

776

- (A) be offered placement in (such as their seniority permits) the previously held classification with the highest maximum base rate; provided the employee was not in Entry status of the classification previously held with the highest maximum base rate, and

777

- (B) be credited with the seniority retained and/or accumulated as provided in Section 2(f) of this Article; except

778

- (C) employees subsequent to 19 October 1986 who in accordance with Section 6(a) and (b) are reclassified in lieu of layoff from a job classification in the Bargaining Unit to one not in the Bargaining Unit shall accumulate seniority in accordance with Section 2(h) and Section 4(c) of this Article. Such employee(s) will not accumulate seniority after expiration of Section 4(c) or refusal of recall(s) under Section 4(j) and Section 7(c).

779

- (2) Employees whose seniority is insufficient for placement in such classification shall be placed on recall to that classification.

780

Employees shall then become subject to the provision of this Section, Section 4 and Section 7 of this Article.

781

(d) Temporary Layoffs: For temporary layoffs which in the judgment of the Company are not to exceed two (2) weeks' probable duration, the employees in the department(s) and on the shift(s) affected will be laid off according to their seniority within the classification or Lead in such department(s) and shift(s), provided that if such layoff should extend beyond two (2) weeks' duration, the employees laid off in such department(s) shall immediately be returned to such work as they are qualified for within their classification or Lead if their seniority is greater than that of other employees then at work in such classification or Lead in the plant. Employees shall accumulate seniority during such temporary layoff.

(e) Layoff While on Leave of Absence: Employees who become subject to layoff while on leave of absence by reason of disability shall be processed for layoff as of the date of return from such leave of absence. The recall period of Section 4(c) of this article shall start on the date the employees would have been laid off if they were not on leave of absence. Notice of layoff to such employees is not required.

(f) Expiration of Formal Disability Leave of Absence: Employees who are unable to return to work due to their medical condition at the end of the maximum time allowed in Article VIII, Section 4(a), will be released with full recall benefits. Such employees will be placed in suspended medical recall status in accordance with the provisions of Section 7(d) of this Article. The recall period of Section 4(c) of this Article shall start on the original effective date of such expired sick leave.

(g) Out-of-Plant Assignments: Employees who become subject to layoff while on out-of-plant assignments, i.e., receiving per diem (or those classified as UAW - Overhaul and Repair Mechanic - Field (J7D) and non-UAW - FAA Technician Aircraft (AT33)) will be returned at the conclusion of such assignment and be processed for layoff.

(h) Notice of Layoff: The Company shall give at least forty-eight (48) hours' (i.e., two (2) working days) notice prior to layoff to the employee affected, except when caused by the termination or amendment of a Government or other production contract, and except in cases where the employee is absent or it is otherwise impractical to give such notice, and except in cases of temporary layoff not to exceed the time specified in accordance with Section 6(d) of this Article. As to temporary layoffs, the Company shall, whenever possible, give at least forty-eight (48) hours' (i.e., two (2) working days) notice to the employees affected.

## Section 7 - Recall

- (a) Recall: When adding employees to a classification, employees possessing recall to a classification (except Entry status recalls), shall be recalled in seniority order. If additional employees are to be added, those employees with Entry status recall shall be recalled in seniority order to the Entry status of the classification. All employees recalled must possess the necessary qualifications to perform the work as required by the Company's current operations and the classification descriptions. Former employees will be considered as having been recalled on the date of the Company "postmark" on the notice of recall. Recall rights of active Bargaining Unit employees shall be maintained only to classifications with a lateral or higher

maximum than the maximum base rate of their present classification. Any lower rated recalls will be restored at the time the employee(s) are laid off from the Bargaining Unit, placed in lieu of layoff from the Bargaining Unit, or disqualified as provided in the Agreement.

787

(b) Process of Recalling: An active employee subject to recall shall accept or reject such recall, in writing, on a form provided by the Company's Seniority Operations / Human Resources Department within twenty-four (24) hours after notification of recall. In the event the employee fails to respond within twenty-four (24) hours after notification, the employee shall lose recall to that classification unless a satisfactory reason is given to the Company. An active employee who is on an informal leave of absence or on paid absence, due to vacation, bereavement/funeral, jury duty or subpoenaed witness duty (as defined in Article XIV, Section 10), who is subject to recall, shall be offered recall upon return from such absence. If recall is accepted, the recall shall be processed as soon as practicable. The seniority order requirements of Section 7(a) above, shall be satisfied as of the date the notice of recall is issued by the Company's Seniority Department. Recalls for employees returning from Military leave will be processed in accordance with the Veterans Rights Act.

788

(c) Recall Refused: Refusal to accept recall to a classification will result in loss of recall to that classification, except that employees promoted or reclassified to a salaried position as provided in Section 2(f) of this Article shall not lose recall as required by (b) above while classified as a salaried employee.

789

(d) Suspended Recall: Former employees (those employees terminated by layoff or transferred out of the Bargaining Unit in lieu of layoff) who are not available for reemployment may suspend all their recalls upon written request to the Company's Seniority Operations provided such request is made in advance of actual recall. Such employees who suspend recall may do so for up to the applicable period set forth in Section 4(c) of this Article for each layoff period outside the UAW 148 Bargaining Unit. During the period of suspension of recall, such former Bargaining Unit employees will be subject to the provisions of Section 4 of this Article. Former Bargaining Unit employees whose recall has been suspended may reinstate such recall upon giving one (1) week's written notice to the Company's Seniority Operations. The reinstatement of recall shall not entitle former Bargaining Unit employees to displace employees promoted or hired during the interim in which their recall was suspended. In no event shall this provision extend the recall beyond the applicable period set forth in Section 4(c) of this Article from the date of layoff. A former employee unable to answer or accept recall, because of illness, injury, or pregnancy, which is supported by a letter from the employee's doctor, will be given "suspended recall" status to all recalls to which the employee holds. The employee will then be subject to Section 4(c) and the Reinstatement of Recall provisions of this paragraph.



(e) Recall Retained While Actively Employed:

790

- (1) Employees who possess recall to classifications in the Bargaining Unit at the time they are rehired or recalled into other Bargaining Unit classifications are not subject to Section 4(c) of this Article so long as they remain employed in the Bargaining Unit.

791

- (2) Employees who possess recall to classifications in the Bargaining Unit at the time they are transferred out of the Bargaining Unit in lieu of layoff or rehired into classifications outside of the Bargaining Unit shall retain their recall and accumulate Bargaining Unit seniority only for the time stipulated in Section 4(c) of this Article.

792

- (3) Employees in (1) above who subsequently are terminated from any classification by reason of layoff shall retain recall from the date of such termination subject to all the provisions of Section 4 of this Article. Recall rights of employees in (2) above who quit from a job not represented by this Bargaining Unit, shall not be lost.

793

(f) Recall While on Leave of Absence: Employees who become subject to recall while on approved formal leaves of absence shall be placed in suspended recall until their return to the active payroll. Employee's recall will be reinstated within five (5) working days after return.

794

(g) Recall While on Out-of-Plant Assignments: Employees on out-of-plant assignments, i.e., receiving per diem, shall be offered recall upon return. If recall is accepted, the recall shall be processed as soon as practicable.

795

(h) Medical Suspension: Active and former employees being recalled, who fail to meet job requirements due to medical limitations/restrictions, shall be placed on suspended recall to that classification only. The employees are required to keep the Company's Medical Department informed of any change of condition that could be reviewed for possible modifications. To retain recall, former employees must comply with the requirements of Section 4 of this Article. In no event shall this provision extend the recall from the date of layoff beyond the applicable period set forth in Section 4(c).

(i) Temporary Recall: When adding to the workforces of a classification and it is anticipated by the Company that the work requirement will exist for eight (8) weeks or less, the Company may temporarily recall employees to their former classification. If such recall should extend beyond the eight (8) weeks, employees who possess recall rights shall be recalled in accordance with this Section and temporary recalls shall be laid off.

Employees shall be telephoned in seniority order. If the employee cannot be contacted, the next employee shall be called and offered the temporary recall. Those employees for whom messages were left may contact the Company by the end of the next workday and accept temporary recall provided an opening is still available. Employees shall report to the Company's Employment Office within the next two (2) regularly scheduled workdays, or as directed after the offer is extended. At the completion of the assignment, the former employees who were temporarily recalled will be laid off with no additional placement right. In the event a former employee does not elect to accept a temporary recall the former employee shall not lose the right of recall for that classification.

Active employees subject to recall shall be reclassified for pay purposes only for the duration of the temporary recall. Such active employees will not be reassigned as a result of reclassification and will continue to work in their current job assignment. At the completion of the temporary recall, active employees will be reclassified to their former classifications as seniority permits.

The Union Seniority Committee will be provided a copy of the Company's document which demonstrates its efforts to contact employees being temporarily recalled.

Temporary recall shall not extend the original period of eligibility for recall as specified in Section 4(c) of this Article. Former employees who were temporarily recalled shall not be granted any of the promotional privileges allowed in Section 5.

#### Section 8 - Shift Transfers

(a) So far as is consistent with the operating necessity of having an adequate number of experienced employees on all shifts, senior employees shall be given shift preference in the same subdivision over other employees in their same classification (except Lead) consistent with the following:

- (A) Employees with seniority rights as defined in Paragraph 703 may submit a shift transfer request on a form supplied by the Company to their supervisor, with a copy to the employees and their Human Resources Department. The supervisor in conjunction with the Human Resources Department, shall transfer, within thirty (30) calendar days from the receipt of the change request, the requesting employee to the shift of preference, displacing an employee having less seniority, provided a less senior employee is working on the shift, and in the classification (except

Lead) and subdivision. Subdivision will be defined as follows: MD11 Program, 717 Commercial Delivery Center, remaining 717 Program, C17 Wing Assembly (517, 17B, 17W, 18W), Fuselage (17A, 17C, 17N, 17V), Join/Ramp/Paint (17G, 17J, 17P, 17R), Final/Systems (17F, 17T), all other departments at the C-17 Program level. Entry employees may displace or be displaced only by Entry employees. The employee being displaced will be given at least seven (7) calendar days notice prior to the shift change.

799

- (B) Entry employees with seniority rights as defined in Paragraph 703 may submit a shift transfer request to displace other less senior Entry employees with seniority rights, in the subdivision and in the classification, provided they have been in the classification for not less than one hundred eighty (180) calendar days of active employment and do not displace employees with less than one hundred eighty (180) calendar days of active employment in the classification. However, an Entry employee in a formal training program may not bump or be bumped. No shift transfer request will be accepted prior to the employee's one hundred fiftieth (150th) calendar day in the classification.

799A

- (C) The employee being displaced shall replace the employee who displaced him/her on the shift. The employee being displaced will be given at least seven (7) calendar days notice prior to the shift change.

799B

- (D) Under no circumstances will the Supervisor be required to transfer more than ten percent (10%) of the active employees in a classification in a department in any calendar month.

799C

- (E) Employees, having been granted their shift request, will not be permitted to request a change in shifts for a period of six (6) months from the date of transfer to the shift of their preference unless they are subsequently transferred by the Company to another shift.

799D

(b) In the event that employees are needed for other shifts, so far as is consistent with 8(a) above, supervision will request volunteers before assigning employees to the shift (senior employees who volunteer will be given preference). Lacking volunteers, assignments will be made in (inverse seniority order).

799E

(c) The Company reserves the right to make temporary shift transfers, without regard to shift requests, for periods of time not to exceed thirty (30) consecutive calendar days. Except in emergency situations, the Company will notify the affected employee at least seven (7) calendar days in advance of the scheduled shift change.

799F

(d) All departments are listed by subdivision in paragraph 799. Any changes must be made by mutual agreement between the Chairperson of the Bargaining Committee and the appropriate Senior Manager, Union Relations.

799G

(e) Precedence: The provisions of Section 6 (Layoff) of this Article take precedence over all promotions and shift transfers.

#### Section 9 - Lead Adjustments

799H

(a) When the Company determines that additional Leads are required, they shall be selected from qualified employees with seniority (except Entry employees) who have met the standards of a skills evaluation and qualifications review (as described in Attachment 21) in any classification in the work group over which they shall function as Leads. No employee shall be Lead over more than twenty-five (25) employees.

799I

(b) Once the determination for a Lead is established, a Lead will be selected as follows:

799J

- (A) The Supervisor of a work group(s) will establish an applicant pool of employees with seniority in the work group. These employees must be in the work group thirty (30) calendar days prior to the selection of the Lead. If a qualified employee is reassigned to another work group, the employee will retain the right to be considered for Lead selection for thirty (30) calendar days in their former work group, except as noted in Attachment No. 21.

799K

- (B) The supervisor of the work group(s) and the District Steward will meet with the employees of the work group to discuss the Team Leader position including the requirements of the job. Interested employees must complete an application supplied by the supervisor. The supervisor of the work

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group(s) will select the most senior qualified applicant in accordance with the guidelines in Attachment No. 21.

799L

(c) When the Company determines a Lead is not required, in a work group, the lead shall be placed in a relative position (as their seniority permits) of the classification held immediately prior to their adjustment to Lead.

799M

(d) When two or more work groups are combined, the Lead with the most seniority will remain as Lead.

799N

(e) Employees adjusted to Lead as outlined in Sub-section (a) above, who within sixty (60) calendar days after such adjustment are disqualified by supervision or themselves as not meeting the requirements to satisfactorily perform the work, shall be placed in a relative position (as their seniority permits) of the classification held immediately prior to their adjustment to Lead.

799O

(f) If the Leads adjusted in Sub-section (c) and (d) above have insufficient seniority to be placed in a position of their former classification because employees with greater seniority are on recall to the classification, they shall exercise any rights they may have under the Placement Procedure in Attachment 1-C.

799P

(g) Former Leads adjusted in Sub-sections (c), (d) and (e) above, shall not possess recall to the Lead position.

799Q

(h) Temporary Lead: Whenever a Lead of a group is on an authorized vacation, leave of absence, or assigned to temporary duty at another location, the Company may select another qualified employee as a temporary Lead (the provisions of Section 9(a) of this Article do not apply), who will be the most senior qualified graded employee (except Entry employees) in that same work group.

## Section 10 - General Provisions

799R

(a) Occupational Injuries: Bargaining Unit employees who have been wholly or partially incapacitated for their regular work by occupational injury or occupational disease while in the employ of the Company shall be placed in an available job opening which they can do while so incapacitated. Such employees will be reclassified into a

classification in accordance with the work performed. If such disability is temporary only, such as will permit the employees to return to and perform the duties of their former classification, they shall retain and accumulate seniority in their former classification. If the nature of their disability is permanent, such as will not permit them to return to and perform the duties of their classification, their seniority shall be transferred to their new classification.

7995

(b) Retention Out of Seniority Order: By agreement between the Company and the Union, in writing, persons may be retained, recalled, or hired without regard to the provisions of this Article.

## ARTICLE VIII - LEAVES OF ABSENCE

### Section 1 - Informal Leave of Absence

800

Informal leaves of absence are those for a period of seven (7) calendar days or less. Such leaves shall be granted, for good and sufficient reason, without pay, if production requirements permit, by applying to and receiving the approval of the employee's Supervisor. Such leaves are to be requested on a form supplied by the Company. Any denial of an Informal leave of absence may be appealed to the Director Human Resources or Designee.

### Section 2 - Formal Leave of Absence

801

(a) Definition: Formal leaves of absence are those for a period of more than seven (7) calendar days.

802

- (1) Requests shall be made on a form supplied by the Company; and

803

- (2) The requesting employee must have been continuously in the employ of the Company for not less than ninety (90) calendar days following the employee's last start date without seniority.

804

The effective date of such formal leave of absence shall be established from the first (1st) day of the employee's absence from work, excluding approved vacation absence.

805

(b) Basis for Granting: A formal leave of absence, without pay, for good and sufficient reason, shall, if production requirements permit, be granted for a period not exceeding ninety (90) calendar days (except personal leaves which are not to exceed thirty (30) calendar days) upon written application to and receipt of written approval from the Director Human Resources and Department Head or their designated Representatives. A formal leave of absence may be extended upon written application to and receipt of written approval from the Director Human Resources or Designee.

### Section 3 - Military Reserve or National Guard Leave

806

Upon receipt of a copy of the employee's military orders, the Company shall grant a leave of absence not to exceed thirty (30) calendar days in one (1) calendar year to an employee called to temporary active duty in the National Guard or the U.S. Armed Forces Reserve except where a longer period of leave is required by law. The ninety (90) calendar day requirement specified in Section 2(a)(1) of this Article shall be waived in the case of a leave of absence for Military Reserve or National Guard Service. Payment by the Company for such service is governed by the provisions stated in Article XIV of this Agreement.

807

Employees who qualify for a formal leave of absence under the provisions of this Section, may have such leave extended once for up to eight (8) additional weeks during the term of this contract, providing the additional technical training received completes the requirements necessary for his/her military promotion. Evidence satisfactory to the Company, including proof that the employee could be promoted as a result of successfully completing such training must be provided prior to any extended leave being granted.

### Section 4 - Disability (Occupational/Non-Occupational) Leave

808

(a) An employee who becomes disabled due to illness, injury or pregnancy or an employee who suffers an occupational injury or an occupational disease, who makes a written claim of such disability to the Director - Human Resources or Designee, which is supported by evidence satisfactory to the Company on a form to be supplied by the Company shall be granted an original formal leave of absence without pay. The ninety (90) calendar days requirement specified in Section 2(a)(2) of this Article shall not apply to employees hired or recalled with seniority. Such leaves shall be granted by the Company for an original period of not more than ninety (90) calendar days which period shall be extended from time to time thereafter upon written request by the employee (accompanied by evidence satisfactory to the Company on a form to be supplied by the Company that such additional period is reasonably necessary) made to the Director - Human Resources not later than the last day of any current leave of absence period, provided that no such leave of absence need be granted by the Company for any period in excess of two (2) years from the date the employee was originally granted such leave.



(b) Employees Without Seniority: An employee without seniority as defined in Article VII may be granted a leave of absence in the manner indicated above but the total period of the employee's approved leave shall not exceed ninety (90) calendar days. An employee without seniority will not accrue seniority during a leave of absence and that time on a leave of absence does not count towards satisfying the 90 calendar day probationary period referenced in Article VII, Section 2(c) of the Collective Bargaining Agreement.

#### Section 5 - Union Business Leave

(a) Election or appointment to an office of the Union shall be considered good and sufficient reason for obtaining a formal leave of absence. Such employee or employees shall be given, upon written request from the President of the Local Union or the International Union to the appropriate Senior Manager - Union Relations, a formal leave of absence for a period of one (1) year, which leave shall be extended for the period of time the employee occupies such office. The privilege granted in this Section shall be available to not more than twenty (20) employees at any one time unless increased by mutual agreement.

(b) Upon the return of an employee who has been granted a leave of absence to conduct Union business, the employee shall be re-employed at work the same as, or generally similar to, that in which engaged immediately prior to the leave of absence, at the appropriate in-grade position in such classification, provided such employee's seniority standing at the time is such that under the provisions governing seniority, the employee is entitled to placement in the classification and provided the employee is qualified to perform the duties of the job in which placed.

#### Section 6 - Election to Public Office Leave

(a) An employee elected to any full-time federal, state or municipal public office shall, upon written request, be granted a formal leave of absence without pay for the period of the initial term of office. An extension of the leave of absence beyond this period shall be granted by the Company upon written application by the employee.

813

(b) Upon expiration of such authorized leave the employee shall be entitled to exercise seniority in the classification held immediately prior to election of public office, in accordance with applicable contractual provisions in effect at the time of return.

814

(c) It is agreed that an employee who has received an appointment to a full-time Federal or State office may, by mutual agreement of the parties, be granted a formal leave of absence for the initial term of the employee's appointment. An extension of the leave of absence beyond this period may be granted by the Company upon written application by the employee.

#### Section 7 - Educational Leave

815

(a) Eligibility: An employee with at least ninety (90) days' continuous employment may, upon written request, be granted an educational leave of absence. Such leaves shall be limited to situations where the employee would be required to devote time during the employee's working hours to pursuit of learning at an institution acceptable to the Company.

816

(b) Proof of Enrollment: To qualify for such leave, the employee must submit sufficient proof of enrollment in the institution at least thirty (30) days prior to the commencement of instruction.

817

(c) Duration: Such leave shall extend for the period of attendance or thirteen (13) months' period whichever is the shorter. The Company may extend such leave upon written request where good and sufficient proof is presented that such extension is for the purpose of continuous attendance at the educational institution. In no case shall such leave extend beyond a total of twenty-two (22) months except as mutually agreed between the parties.

818

(d) Rights on Return: Upon expiration of such leave or termination of attendance, the employee shall be entitled to exercise seniority in the classification held immediately prior to such leave in accordance with applicable contractual provisions in effect at the time of return, provided the employee, within ten (10) calendar days after termination of such attendance notifies the Company in writing of intention to return to active employment within thirty (30) calendar days. Upon return, the employee shall be required to furnish good and sufficient evidence of the term of attendance at the institution.

819

(c) Change of Institution: Should an employee wish to change institutions during the term of such leave, the employee must notify the Company of such intent in writing with full and complete information relative to the new institution and the reasons for such change. Such leave shall remain in effect only where the Company approves such change.

#### Section 8 - Peace Corps - VISTA Leave

820

(a) An employee who enters the Peace Corps or VISTA shall, upon written request, be granted a formal leave of absence without pay for the period of such service or twenty-five (25) months, whichever period is shorter.

821

(b) Upon expiration of such leave, the employee shall be entitled to exercise seniority in the classification held immediately prior to such leave in accordance with applicable contractual provisions in effect at the time of return, provided the employee, within ten (10) calendar days after termination of Peace Corps or VISTA service, notifies the Company in writing of intention to return to active employment within thirty (30) calendar days of the termination of Peace Corps or VISTA service.

#### Section 9 - Family Leave

822

See Letters of Agreement - Local No. 148 Attachment No. 34 for provisions of Family Leave that are effective 1 December 1991.

#### Section 10 - General

823

(a) Any employee going on authorized formal leave of absence, regardless of the duration of such leave, whose wages are to be paid in full, shall be checked out through the tool crib and the identification badge shall be returned to Badge Control.

824

(b) No employee shall be granted a leave of absence for the purpose of accepting other employment or of engaging in any gainful occupation, and any leave of absence granted under any of the provisions of this Article shall automatically terminate if such employee, while on leave, accepts employment or engages in other gainful work without the knowledge and approval of the Director Human Resources or designee. The Company agrees to notify the Union of any leave of absence granted for such purpose.

## ARTICLE IX - WAGES

### Section I - Definitions

900

When used in this Agreement the following terms and phrases shall be defined as:

901

(a) Wage Schedules: Listings of the classifications, labor grades of the classifications, and rate ranges of each as set forth in Section 8 of this Article and in Attachments I-A and I-B.

902

(b) Rate Range: A rate range is established for each classification and Entry Rate Group and such rate ranges are set forth in the Wage Schedules. The minimum and maximum established therein are base rates.

903

(c) Pure Base Rate: The hourly wage rate of a rate range or of an employee exclusive of all bonuses, adjustments, or other pay additives such as shift premium, Cost-of-Living Adjustment, Lead pay, etc. (May be referred to as "base rate".)

904

(d) Working Rate: The pure base rate plus the applicable amount of bonuses, adjustments or other pay additives such as shift premium, Voluntary workweek premium, Cost-of-Living Adjustment and Lead pay.

905

(e) Adjusted Base Rate: The pure base rate plus the applicable amount of Cost-of-Living Adjustment, if any.

906

(f) Cost-of-Living Adjustment: The applicable cents per hour of Cost-of-Living Adjustment determined from the BLS Consumer Price Index table set forth in Section 5(b) of this Article.

907

(g) Lead Pay: The pay given when an employee is authorized to lead a group of employees as determined in the Lead description for a major portion of the employee's standard workweek. The Lead Pay Additive shall be one dollar (\$1.00) per hour in addition to the Lead receiving the rate range maximum of the highest classification led (excludes loaned-in and WAF employees). The additive will only be paid so long as the employee leads the work group.

908

(h) *The classification of employees awaiting transfer after promotion will not affect the pay of the Lead as outlined above.*

909

(i) Entry Employees: Those employees whose base rate is in the Entry Rate Group for their classification.

#### Section 2 - Shift Premiums

910

(a) Second Shift: Effective 15 May 2000, employees working a regularly scheduled second (2nd) shift shall receive a premium of fifty-five cents (\$.55) per hour.

911

(b) Third Shift: Employees working a regularly scheduled six and one-half (6 1/2) hour third (3rd) shift shall receive eight (8) hours' pay including a premium of fourteen cents (\$.14) per hour for working six and one-half (6 1/2) hours.

Section 3 - Voluntary Workweek Premium and Classification Pay Additive

912

Employees assigned to a Voluntary Workweek will be paid a premium as follows:

913

Voluntary Workweek of Monday through Thursday (4/40)

- (a) Employees shall receive a premium of fifty cents (\$0.50) per hour for each actual hour worked.
- (b) Hours worked on the 5<sup>th</sup> day will be paid at time and one-half.
- (c) Hours worked on the 6<sup>th</sup> and 7<sup>th</sup> day will be paid at double time.

914

Voluntary Workweek of Friday, Saturday, and Sunday (3/36)

- (a) Employees shall receive forty (40) hours pay including a premium of one dollar (\$1.00) per hour for each actual hour worked.
- (b) Hours worked on the 4<sup>th</sup> day will be paid at time and one-half.
- (c) Hours worked on the 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> day will be paid at double time.

915

Employees having been voluntarily transferred to a Voluntary Workweek (VWW) will be permitted to request a change in workweek after a period of six (6) months from the date of transfer.

916

Wing Build Process -- Classification Pay Additive (Departments 17R, 17W, and 18W ONLY)

Effective 26 June 2000, the "Wing Build-Confined Space" additive will be sixty-three cents (\$0.63) per hour. The additive will be paid only to an employee who:

- (a) works in the Wing Build Area; (Departments 17R, 17W, and 18W ONLY).

- (b) remains classified as either a J8S, K2C, J9E, or J5G while working therein.
- (c) is respirator and safe tank certified, and
- (d) is "Ring Test" certified by the Company physician to work within the Wing Build Area.

#### Section 4 - Automatic Wage Increases

917

(a) Effective 22 May 2000, employees (except Entry status employees) will advance to the maximum base rate of the classification at the rate of seventeen cents (\$.17) per hour each fifteen (15) weeks of active work except as provided in (e) below. If at the time of an automatic wage increase, such employee's base rate is twenty-nine cents (\$.29) or less from the maximum base rate of the classification, the increase will be the amount necessary to reach the maximum base rate.

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(b) An Entry status employee will advance in rate in accordance with the applicable Group in the Entry Rate Schedule reflected in Attachment 1-B.

919

- (c) All increases will be effective on the first day of the standard workweek.

920

(d) With the implementation of Boeing PeopleSoft System (BPS) and for the purposes of initiating AUTOMATIC INCREASES only: new hires or rehires working three days of a standard workweek shall be considered as having started on the first day of the previous standard workweek. New hires or rehires working two or less days of a standard workweek shall be considered as having started on the first day of the following standard workweek.

921

(e) Any full week absence, excluding full week absences due to jury service, subpoenaed witness duty, military service (not to exceed thirty (30) calendar days), earned vacation, approved Union business leave (not to exceed two (2) weeks), or Company granted holidays, shall not count toward the accumulated time necessary for automatic wage increases.

(f) Recall from Layoff: Employees recalled from layoff status will return at their last Pure Base Rate in the classification plus the same COLA additive they had at time of layoff. If COLA has been folded in during their layoff status, their last held COLA additive will be folded into their Pure Base Rate upon their return to active status.

(g) Return From Leave/Recall From Active Status: Employees returning to their former classification from authorized leave of absence and employees who are being recalled to their former classification from active status in another classification, will return at their last active Pure Base Rates in the classification plus the same Cost-of-Living Adjustments, General Wage Increases, and job classification rate adjustments which they would have received had they remained active in the classification to which they are returning.

#### Section 5 - Cost-of-Living Adjustment

(a) Basis for Determination: The amount of Cost-of-Living Adjustment (COLA) shall be determined in accordance with changes in the Consumer Price Index, for Urban Wage Earners and Clerical Workers (United States City Average, All Items, 1967=100), published monthly by the Bureau of Labor Statistics, United States Department of Labor, and hereafter referred to as the "BLS Consumer Price Index."

If the Bureau of Labor Statistics should change the form or the basis of calculating the BLS Consumer Price Index, the Company and the Union agree to meet to determine an appropriate index base and related COLA provisions. If agreement is not reached, the parties shall request the Bureau of Labor Statistics, to make available, for the remaining life of this Agreement, a monthly BLS Consumer Price Index in its present form and calculated on a comparable basis.



(b) Amount of Cost-of-Living Adjustment:

924

- (1) Effective 1 May 2000, after applying the general wage increase set forth in Sub-Section 11(a), the one dollar and ~~seventy~~ seventy cents (\$1.70) Cost-of-Living Adjustment in effect on that date will be incorporated into the maximum of each Labor Grade within the Rate Ranges.

927

- (2) As a result of the COLA "fold-in" described in (1) above, the amount of COLA will be zero cents (\$.00) per hour, after which the following new COLA provisions will begin.

928

- (3) Effective 10 July, 2000, and for each quarterly period thereafter, as set forth below, the amount of Cost-of-Living Adjustment will be in accordance with the following table:

929

Three-Months Average of  
BLS Consumer Price Index

Cost-Of-Living Allowance

493.5 or less	=	None
493.6-493.8	=	1 cent per hour
493.9-494.1	=	2 cents per hour
494.2-494.4	=	3 cents per hour
494.5-494.7	=	4 cents per hour
494.8-495.0	=	5 cents per hour
495.1-495.3	=	6 cents per hour
495.4-495.6	=	7 cents per hour
495.7-495.9	=	8 cents per hour
496.0-496.2	=	9 cents per hour
496.3-496.5	=	10 cents per hour
496.6-496.8	=	11 cents per hour
496.9-497.1	=	12 cents per hour
497.2-497.4	=	13 cents per hour
497.5-497.7	=	14 cents per hour
497.8-498.0	=	15 cents per hour
498.1-498.3	=	16 cents per hour
498.4-498.6	=	17 cents per hour
498.7-498.9	=	18 cents per hour

etc., with one cent (\$.01) adjustment for each 0.3 change in the average index for the appropriate three (3) month period as indicated below.

(c) The Cost-of-Living adjustments resulting from the above table will be made at the following times:

<u>Adjustment</u>	<u>Effective Date of Adjustment</u>	<u>Based on 0.1 Change in Three (3) Month Average *CPI-W Index for:</u>
First	10 July 2000	March, April and May 2000
Second	09 October 2000	June, July and August 2000
Third	08 January 2001	September, October and November 2000
Fourth	09 April 2001	December 2000, January and February 2001
Fifth	09 July 2001	March, April and May 2001
Sixth	08 October 2001	June, July and August 2001
Seventh	14 January 2002	September, October and November 2001
Eighth	08 April 2002	December 2001, January and February 2002
Ninth	08 July 2002	March, April and May 2002
Tenth	14 October 2002	June, July and August 2002
Eleventh	13 January 2003	September, October and November 2002
Twelfth	14 April 2003	December 2002, January and February 2003
Thirteenth	14 July 2003	March, April and May 2003
Fourteenth	13 October 2003	June, July and August 2003
Fifteen (and Last)	12 January 2004	September, October and November 2003

\*In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest 0.1 index point -- i.e., .05 and greater rounded upward, and less than .05 rounded downward.

932

(d) New Employee COLA: Employees hired or rehired without seniority subsequent to a Cost-of-Living Adjustment date will be entitled only to those additional Cost-of-Living amounts which become effective subsequent to their date of hire.

933

(e) Determination of Adjusted Base Rate Ranges: On the dates specified in Sub-section (c) above, the applicable amount of Cost-of-Living Adjustment will be added to the Pure Base Rate Ranges set forth in Section 8 of this Article and in Attachments I-A and I-B of this Agreement to determine the new Adjusted Base Rate Ranges.

934

(f) Determination of Employee's Adjusted Base Rate: On the dates specified in Sub-section (c) above, the applicable amount of Cost-of-Living Adjustment will be added to the Pure Base Rate of all employees covered by this Agreement to determine the new Adjusted Base Rate.

935

(g) Once any Cost-of-Living Adjustment has been implemented, no changes, retroactive or otherwise, shall be made because of any revision which may later be made in the published figures of the BLS Consumer Price Index.

#### Section 6 - Flight Pay Bonus

936

All hourly-paid employees shall be compensated for all time spent in flying required in the performance of the duties of adjusting, recording, and operating equipment during flights at the rate of \$10.00 per hour. Such amount shall be in addition to earnings based on the employee's basic hourly wage rate. A minimum of one (1) hour of flight pay will be paid for the first ascension on any calendar day. For additional ascensions on the same calendar day, flight pay shall be at the rate specified above computed to the nearest fifth of an hour. The Company shall continue to provide the Accidental Death Benefit in the Business Trip Accidental Insurance Plan coverage.

#### Section 7 - Entry Program

(a) Program:

937

- (1) Attachments 1-A and 1-B identify the Entry Group associated with each classification and the rate range of such Group.

938

- (2) Attachment 1-B reflects the number of weeks an employee must remain in an Entry Group and the time intervals at which automatic increases will be applied consistent with Section 4(b), (c), (d) and (e) of this Article.

939

- (3) Upon completion of the number of weeks of active work applicable to the Group in which the employee is assigned, consistent with Section 4(e), the employee's Pure Base Rate shall be the labor grade minimum of such classification. As an example, an employee entering Group "G" at the minimum rate, would progress to the minimum of Factory Labor Grade 11, after 68 weeks in Group G.

940

- (4) An employee may be evaluated by the Company at any time during the Entry program to determine if:

941

- (A) the employee has acquired the necessary skill and knowledge to advance to the labor grade minimum.

942

- (B) the employee should continue in the Entry program.

943

- (C) the employee should be disqualified from the Entry program.

944

- (D) Such evaluation may include, but is not limited to, work performance, management observation, skills testing or validated written or oral examinations.

945

(b) Admission into the Entry Program: At time of hire or reclassification, excluding promotions as defined in Article VII, Section 5(a)(2), into the applicable Group in the Entry program, employees shall be placed in the appropriate increment position in the Entry Schedule in Attachment 1-B as determined by the Company, in accordance with the following:

946

- (1) Employees who meet the classification's minimum Entry status requirements, as determined by the Company, shall start at the minimum base rate increment of the Group in which placed.

947

- (2) Employees with more than the classification's minimum Entry status requirements, as determined by the Company, shall start at such base rate increment of the Group in which placed as is commensurate with their previous training or related experience.

948

(c) Promotion into the Entry Program: Each employee promoted as defined in Article VII, Section 5(a)(2) into Entry status of a higher classification will be paid as follows:

949

- (1) The employee will be placed in one of the four (4) highest time/rate increments of the appropriate Group in Attachment 1-B.

950

- (2) The amount of Pure Base Rate reduction will be paid as a Pure Base Rate Additive (PBA). The PBA will be folded into the Pure Base Rate concurrently with the employee's advancement to the labor grade of the classification.

951

- (3) In no event will the sum of the employee's PBR Additive and Pure Base Rate exceed the Pure Base Rate maximum of the new classification.

(d) Removal from the Entry Program:

- (1) Employees who disqualify themselves within six (6) weeks after entry and employees who are disqualified from continuing in Entry status as a result of the evaluation provided in Section 7 (a)(4) above shall:

- (A) Be placed in the classification held immediately prior to their reclassification to Entry Status provided: (1) the employee was not in Entry Status of the previously held classification; and (2) they have greater seniority than other employees with recall to such classification. Any employee rejecting such placement shall be terminated as a voluntary quit.

- (B) Be released if they were directly hired, rehired, or transferred into the Bargaining Unit in Entry Status, even though at the time of disqualification, they possess recall to other classifications in the Bargaining Unit. Such release shall not deprive them of their recall to other classifications and recall which was lost in accordance with the provisions of Article VII; Section 7(a) shall be restored.

Section 8 - Base Hourly Wage Rate

955

(a) For Labor Grades: Effective 15 May 2006, retroactive to 1 May 2000, the pure base hourly wage rate ranges for labor grades in the Factory and Technical and Office wage schedules will be as follows:

LABOR GRADE	FACTORY		LABOR GRADE	TECHNICAL & OFFICE	
	MIN.	MAX.		MIN.	MAX.
F01	7.83	19.80	T01	7.59	19.60
F02	7.83	19.90	T02	7.80	19.87
F03	8.12	20.29	T03	8.12	20.34
F04	8.44	20.67	T04	8.44	20.87
F05	8.84	21.18	T05	8.84	21.31
F06	9.80	21.56	T06	10.16	22.01
F07	10.16	22.00	T07	10.51	22.57
F08	10.51	22.44	T08	11.47	23.39
F09	10.84	22.86	T09	12.34	24.00
F10	11.47	23.31	T10	12.50	24.25
F11	11.62	23.53	T11	13.06	25.02
F12	12.34	23.91	T12	13.58	25.58
F13	12.50	24.12	T13	14.38	26.15
F14	13.06	24.50	T14	14.93	26.79
F15	13.58	25.14			
F16	14.38	25.84			
F17	14.93	26.51			

(b) For Labor Grades: Effective 29 April 2002, the current hourly wage rate ranges for labor grades in the Factory and Technical and Office wage schedules will be as follows:

LABOR GRADE	FACTORY		LABOR GRADE	TECHNICAL & OFFICE	
	MIN.	MAX.		MIN.	MAX.
F01	7.83	20.39	T01	7.59	20.19
F02	7.83	20.50	T02	7.80	20.47
F03	8.12	20.90	T03	8.12	20.95
F04	8.44	21.29	T04	8.44	21.50
F05	8.84	21.82	T05	8.84	21.95
F06	9.00	22.21	T06	10.16	22.67
F07	10.16	22.66	T07	10.51	23.25
F08	10.51	23.11	T08	11.47	24.09
F09	10.84	23.55	T09	12.34	24.72
F10	11.47	24.01	T10	12.50	24.98
F11	11.62	24.24	T11	13.06	25.77
F12	12.34	24.63	T12	13.58	26.35
F13	12.50	24.84	T13	14.38	26.93
F14	13.06	25.24	T14	14.93	27.59
F15	13.58	25.89			
F16	14.38	26.62			
F17	14.93	27.31			



(c) For Labor Grades: Effective 25 April 2003, the pure base hourly wage rate ranges for labor grades in the Factory and Technical and Office wage schedules will be as follows:

LABOR GRADE	FACTORY		LABOR GRADE	TECHNICAL & OFFICE	
	MIN.	MAX.		MIN.	MAX.
F01	7.83	21.21	T01	7.59	21.00
F02	7.83	21.32	T02	7.80	21.29
F03	8.12	21.74	T03	8.12	21.79
F04	8.44	22.14	T04	8.44	22.36
F05	8.84	22.69	T05	8.84	22.83
F06	9.80	23.10	T06	10.16	23.58
F07	10.16	23.57	T07	10.51	24.18
F08	10.51	24.03	T08	11.47	25.05
F09	10.84	24.49	T09	12.34	25.71
F10	11.47	24.97	T10	12.50	25.98
F11	11.61	25.21	T11	13.06	26.80
F12	12.34	25.62	T12	13.58	27.40
F13	12.50	25.83	T13	14.38	28.01
F14	13.06	26.25	T14	14.93	28.69
F15	13.58	26.93			
F16	14.38	27.68			
F17	14.93	28.40			

#### Section 9 - Wage Rates of Employees

(a) Employees in Labor Grade Ranges: The base hourly wage rate shall be a rate within the labor grade rate range of the classification, provided no employee shall receive a reduction in base rate as a result of the signing of this Agreement.

(b) Employees in Entry Status: The base hourly wage rate shall be one of the increments of the Entry Group for the classification.

Section 10 - New and Revised Classifications

960

(a) Within thirty (30) days after any new type of machine for use in connection with the manufacture of aircraft or new type of work has been placed in operation by the Company, the Company shall submit to the Union the description, and the hourly wage rate range of each classification covering each new job involved in the use of said new machine or new type of work. When existing classification descriptions no longer cover existing operations or conditions because of changes in such operations or conditions, the Company may establish a new classification description or revise an existing classification description to properly cover such changed operations or conditions. The Company shall submit such new classification description within thirty (30) days after placing such new classification description in effect. The Union shall have the right within fifteen (15) days thereafter to notify the Company and to commence negotiations with the Company on whether or not the new or revised classification description was needed because of such changed operations or conditions and over any alleged improper slotting of such new or revised jobs within the existing rate ranges of the Company. Such notices to the Company or notices to the Union shall be in writing.

961

(b) Any unsolved dispute may be submitted by either party for determination to a Committee composed of two (2) Representatives of the Company and two (2) Representatives of the Union within thirty (30) days after negotiations have been exhausted.

962

(c) In the event that the Company and the Union are unable to reach an agreement through the process described in paragraph (b) above, it is agreed that the matter may at the option of either party be submitted to arbitration to determine if such new or revised job was needed. If it is determined that such job was needed, the Union may arbitrate the appropriate rate range based on the work as described by the Company. The Company will negotiate with the Union the seniority rights of employees who are converted to such new or revised jobs. If it is determined that such job was not needed, it shall be withdrawn as of the installation date. The Arbitrator shall be chosen in the manner prescribed in Article VI of this Agreement.

963

(d) The effective date of the applicability of the hourly wage rate range for any such new or revised job whether determined by any or all of the processes described in paragraphs (a), (b) or (c) above, shall be the date upon which such new or revised job was first placed into effect by the Company.

## Section 11 - General Wage Increases

964

(a) First Year Increase: Effective 15 May 2000, retroactive to 1 May 2000, the following shall apply to each employee in the Bargaining Unit and on the active payroll on 30 April 2000 and 8 May 2000:

965

- (1) Each employee's pure base rate in effect on 30 April 2000 will be increased by three percent (3.0 %) rounded to the nearest whole cent.

966

- (2) After application of (1) above, each employee's COLA in effect on 30 April 2000, will be folded into (made a part of) each affected employee's pure base rate.

967

- (3) After application of (1) and (2) above to affected Entry Status employees, the following will apply:

968

- a. If an Entry Status employee's post-GWI increase pure base rate equals or exceeds the minimum pure base rate of the target labor grade of the classification, the employee will be advanced to the target labor grade.

969

- b. If an Entry Status employee's post-GWI increase pure base rate is other than a rate set forth in Attachment I-B for the Group to which assigned, the employee's pure base rate will be further increased to the next higher interval or if there is no higher Entry Status interval, to the target labor grade minimum.

970

(b) Year Three Increase: Effective 29 April 2002, the Pure Base Rate of each employee in the Bargaining Unit and on the active payroll on 28 April 2002 and 29 April 2002 will increase by three percent (3.0%), rounded to the nearest whole cent.

971

(c) Year Four Increase: Effective 28 April 2003, the Pure Base Rate of each employee in the Bargaining Unit and on the active payroll on 27 April 2003 and 28 April 2003 will increase by four percent (4.0%), rounded to the nearest whole cent.

#### Section 12 - Lump Sum Wage Payment

972

(a) Bargaining Unit Compensation: When used in this Agreement in connection with Lump Sum Wage Payment, Bargaining Unit Compensation means wages and all other remuneration (excluding payments under Patent contracts, the Company Suggestion and Scholarship Plans and relocation allowances) while in the Bargaining Unit.

973

(b) Fiscal Year (FY): When used in this Agreement in connection with Lump Sum Wage Payment, the Fiscal Year is:

1 May 2000 through 29 April 2001

974

(c) Eligibility: Any employee who earned Bargaining Unit Compensation during a Fiscal Year is eligible to receive the payment described in (d) below, provided that such employee (a) is either on the active payroll or on authorized leave of absence as of 30 April 2001, or (b) terminated during the Fiscal Year by reason of retirement under the Company Pension Plan, Layoff, military service or death.

975

(d) Payment: Not later than 14 December 2001, all eligible members of the Bargaining Unit will be entitled to receive a Lump Sum Wage Payment for the designated Fiscal Year. The amount of such payment shall be equal three percent (3.0%) of their Bargaining Unit Compensation for the Fiscal Year. Pro rata payments will be made to eligible employees terminating for reasons in (c) above not later than 14 December 2001.

### Section 13 - Combined Classifications

976

Effective 22 May 2000, the following classifications will be combined:

<u>CURRENT</u>			<u>NEW</u>		
Job Code	Title	Labor Grade	Job Code	Title	Labor Grade
J4V	Inspector Assembly-Electrical	F13/F11	J5D Inspector - Electrical/Electronics F16/F13		
J5D	Inspector Field & Service Electrical/Electronic	F16/F15			

J9A	Mobile Equipment Operator	F08/F05	S1X	Production Control Expediter	F11
S1X	Production Control Expediter	T08/T06			

K6J	Material Handler	F07/F04	K6J	Material Handler	F07
J8X	Tool Crib Attendant & Checker	F07/F06			

### Section 14 - Revised Classification

977

Effective 22 May 2000, the following classification will be reinstated:

<u>CURRENT</u>			<u>NEW</u>		
Job Code	Title	Labor Grade	Job Code	Title	Labor Grade
J9B	Aircraft Mover/Truck Crane Operator	F11/F09	J9B	Truck Crane Operator	F11/F09
			J2G	A/C Mover & Equip Opr	F11/F09

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Section 15 - Revised and Upgraded Classification

978

Effective 11 May 2000, the following classification will be revised and upgraded:

<u>CURRENT</u>			<u>NEW</u>		
<u>Job Code</u>	<u>Title</u>	<u>Labor Grade</u>	<u>Job Code</u>	<u>Title</u>	<u>Labor Grade</u>
J8S	Tank Test & Repair Mechanic	F13	J8S	Tank Test & Repair Mechanic	F14

Section 16 - Deleted Classifications

979

Effective 22 May 2000, the following classifications will be deleted:

<u>Job Code</u>	<u>Classification Title</u>	<u>Labor Grade</u>
J8X	Tool Crib Attendant & Checker	F07/F06
J9A	Mobile Equipment Operator	F08/F05
J4V	Inspector Assembly-Electrical	F13/11

## ARTICLE X - HEALTH AND WELFARE

### Section 1 - Employee Retirement Income Plan

1000

Subject to required governmental approvals, the Employee Retirement Income Plan of McDonnell Douglas Corporation - Hourly West Plan will be amended to incorporate negotiated changes as summarized in Company Offer letter dated May 4, 2000. The Plan as so amended and set forth as Appendix H, will continue in effect for the duration of this Agreement. Each covered employee is provided with a Summary Plan Description describing the Plan.

1001

The Company will continue to administer such Plan, subject to the provisions of the "Joint Administration Agreement" as set forth in Appendix "H-a", entered into between the parties, and extended for the duration of this Agreement.

### Section 2 - Health and Dental Care and Group Insurance

1002

For the duration of this Agreement, health and welfare benefits will be as set forth in the Health Care Plans Summary Plan Description, and the Disability, Life and Accident Plans Summary Plan Description, as amended by summaries of Material Modification and provided to each covered employee. Negotiated changes summarized in the Company Offer letter dated May 4, 2000 shall be incorporated into this Summary Plan Description which shall be set forth as Appendix I.

### Section 3 - Layoff Benefit and Security Program

1003

The parties have agreed to terminate Plan I as set forth in Attachment 8 of the Company Offer Letter dated May 4, 2000, and the Company will pay any administrative expenses in connection with the termination of the Plan. Eligible persons must be a plan participant as of April 30, 2000, and must remain a Plan participant until the date of distribution from the Plan, unless they retire between April 30 and the date of distribution. Employees who are laid off during this period will receive their normal plan distribution.

#### Section 4 - Employee Investment Plan

1004

As set forth in Attachment 2 of the Company Offer Letter dated May 4, 2000, the Plan previously set forth as Appendix K, will be transitioned into the Voluntary Investment Plan (VIP) on or about October 1, 2000. The new plan will continue in effect for the duration of this Agreement. Each covered employee is provided with a Summary Plan Description describing the Plan.

#### Section 5 - General

1005

The Company will amend the plans referenced in this Article X to incorporate legally required changes. As appropriate, Summaries of Material Modifications will be issued to inform all affected employees, former employees, retirees or their affected survivors of such required changes.



## ARTICLE XI - HOLIDAYS

### Section 1 - Holidays Normally Granted

1100

The Company will normally grant time off on the following holidays during the term of this Agreement.

1101

#### 2000 - 2001

Memorial Day	Monday	29	May	2000
Independence Day	Tuesday	4	July	2000
Labor Day	Monday	4	September	2000
Thanksgiving Day	Thursday	23	November	2000
Day after Thanksgiving Day	Friday	24	November	2000
Christmas Shutdown	Friday	22	December	2000
	Monday	25	December	2000
	Tuesday	26	December	2000
	Wednesday	27	December	2000
	Thursday	28	December	2000
	Friday	29	December	2000
New Year's Day	Monday	1	January	2001

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#### 2001 - 2002

Memorial Day	Monday	28	May	2001
Independence Day	Wednesday	4	July	2001
Labor Day	Monday	3	September	2001
Thanksgiving Day	Thursday	22	November	2001
Day After Thanksgiving Day	Friday	23	November	2001
Christmas Shutdown	Monday	24	December	2001
	Tuesday	25	December	2001
	Wednesday	26	December	2001
	Thursday	27	December	2001
	Friday	28	December	2001
	Monday	31	December	2001
New Year's Day	Tuesday	1	January	2002

2002 - 2003

Memorial Day	Monday	27	May	2002
Independence Day	Thursday	4	July	2002
Labor Day	Monday	2	September	2002
Thanksgiving Day	Thursday	28	November	2002
Day after Thanksgiving Day	Friday	29	November	2002
Christmas Shutdown	Tuesday	24	December	2002
	Wednesday	25	December	2002
	Thursday	26	December	2002
	Friday	27	December	2002
	Monday	30	December	2002
	Tuesday	31	December	2002
New Year's Day	Wednesday	1	January	2003

2003 - 2004

Memorial Day	Monday	26	May	2003
Independence Day	Friday	4	July	2003
Labor Day	Monday	1	September	2003
Thanksgiving Day	Thursday	27	November	2003
Day after Thanksgiving Day	Friday	28	November	2003
Christmas Shutdown	Wednesday	24	December	2003
	Thursday	25	December	2003
	Friday	26	December	2003
	Monday	29	December	2003
	Tuesday	30	December	2003
	Wednesday	31	December	2003
New Year's Day	Thursday	1	January	2004

Section 2 - Holiday Pay

(a) Eligibility For: Each employee on the Company payroll on the holiday to whom such holiday is granted shall receive one (1) day's pay, computed by multiplying such employee's normally scheduled hours of work (e.g., eight (8) for regularly scheduled first (1st) shift, six and one-half (6 1/2) for regularly scheduled six and one-half (6 1/2) hour third (3rd) shift) times the working rate in effect on the holiday, provided the employee has worked the workday immediately prior to or immediately following the holiday. To qualify for holiday pay for the Christmas Shutdown week, employees must work either the scheduled workday before the start of the Christmas week or the day after. Inactive employees (on formal approved sick leave during any portion of the Christmas Shutdown) who do not return to work until the workday immediately following the Christmas Shutdown shall, provided they work such workday, receive holiday pay beginning with the return-to-work date authorized by their

physician. All holidays falling prior to this date shall be subject to applicable benefit provisions. An employee laid off on the day before a recognized Company-paid holiday shall receive holiday pay for that holiday provided the employee has worked the workday immediately prior to the holiday.

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(b) Holiday During Approved Vacation: Whenever a paid holiday(s) occurs during an employee's approved vacation period, granted under the provisions of Article XII, or on the scheduled workday immediately prior to or immediately following such period, the employee shall receive the holiday pay provided for in Section 2(a) above. To qualify for holiday pay if a combination of vacation and leave of absence is taken consecutively, the days designated as vacation must be taken first and the days authorized as leave of absence must follow.

1107

(c) Time Off Qualifications for Holiday Pay: Time off for the following reasons, if compensated under provisions of Article XIV, shall be considered as time worked for the purpose of qualifying for holiday pay:

1108

- (1) Serving as a Petit, Coroner's or Federal Grand juror or as a subpoenaed witness;

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- (2) military reserve service duty;

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- (3) bereavement/funeral leave.

#### Section 3 - Work on Holidays

1111

(a) Amount of Pay for Holiday Work: Employees who work on any of such holidays shall receive double time for work performed on any such holidays in addition to receiving holiday pay for the day.

1112

(b) When Required for Holiday Work: Employees required for essential maintenance duties shall not be granted time off for holidays, however, they shall be paid double time for work performed upon such holidays as provided in (a) of this Section. Any employee included within the intent of this paragraph not notified at least forty (40) hours prior to the start of the employee's regular shift on a holiday, that the employee is to work such day.

will not be required to work on such holiday. Any essential maintenance employee required to work upon any such holiday who does not report to work shall not receive holiday pay as provided in Section 2(a) of this Article, unless a reason satisfactory to the Company for failure to report is given.

#### Section 4 - Definition of Holiday

1113

For the purpose of determining time off or computing premium time, a holiday for first (1st) and second (2nd) shift employees shall be a twenty-four (24) hour period commencing at the end of the regular second (2nd) shift (i.e., the second (2nd) shift hours to which the majority of employees are assigned) of the workday preceding the holiday; if an employee is assigned to an irregular second (2nd) shift, the holiday shall be a twenty-four (24) hour period commencing at the end of such employee's irregular second (2nd) shift on the preceding workday. For third (3rd) shift employees, a holiday shall be a twenty-four (24) hour period commencing at the start of such employee's regular shift on the employee's holiday.

## ARTICLE XII - VACATION BENEFITS

### Section 1 - Vacation Year and Computation Date

1200

The vacation year shall begin on the Monday following the last Sunday preceding May 1 of each year and extend through the last Sunday preceding May 1 of the next year. Vacation pay and vacation time off shall be computed as of the Sunday preceding May 1, herein sometimes called the "computation date".

### Section 2 - Vacation Time Off

1201

(a) Amount of Time Off: When production requirements permit, each employee shall be entitled to receive, at the employee's option, vacation time off only during the vacation year immediately following the computation date as follows:

1202

- (1) Four Weeks' Vacation: Up to four (4) weeks, if the employee receives additional vacation pay under Section 3(c) of this Article.

1203

- (2) Three Weeks' Vacation: Up to three (3) weeks, if the employee receives additional vacation pay under Section 3(b) of this Article.

1204

- (3) Two Weeks' Vacation: Up to two (2) weeks, if on the computation date the employee was eligible for basic vacation pay in an amount at least forty (40) (thirty-two and one-half (32 1/2) in the case of an employee on a six and one-half (6 1/2) hour third shift) times the rate in effect as of the computation date.

1205

- (4) One Week Vacation: Up to one (1) week, if on the computation date the employee was eligible for basic vacation pay in an amount less than forty (40) (thirty-two and one-half (32 1/2) in the case of an employee on a six and one-half (6 1/2) hour third shift) times the rate in effect as of the computation date.

1206

(b) Effect of Holiday Falling During Vacation: If any of the holidays provided for in Article XI fall during an employee's approved vacation time off period, such days shall not count as a vacation day.

1207

(c) Vacation Time Off: The parties agree to the principle that vacation time off is essential to the employee's health and relaxation and to the welfare of the employee's family.

1208

It is understood that employees may request time off of their choice, but all requests may not be granted if an unreasonable number of employees request the same vacation period. Those whose requests cannot be granted may request another period of their choice. Vacation days earned prior to the next vacation computation date, not to exceed two (2) weeks, may be banked for use during the next Vacation Year. Such vacation time off may be taken separately or in conjunction with regular vacation; however, any single period of continuous vacation may not exceed the period of entitlement set forth in Section 2(a) above unless specifically authorized by the supervisor.

1209

(d) Vacation Scheduling: When scheduling time off, preference will be given senior employees whose Vacation Authorization forms have been approved by the supervisor no more than ninety (90) nor less than sixty (60) calendar days prior to the proposed start of vacation. The above approved vacations will not be cancelled as a result of new requests filed within sixty (60) calendar days of their commencement.

1210

(e) For employees eligible for vacation time off as provided for in this Section, supervision shall, production needs permitting, authorize absences during a Standard Workweek, on a single day basis, to be charged against the employee's remaining vacation days, providing that requests by the employee for such time off are received by Supervision at least one (1) workday prior to the requested time off. This does not preclude supervision from approving requests outside the terms of this paragraph. Time off under this section shall not be used to defeat the provisions of Article III.

#### Section 2 - Vacation Pay

(a) Basic Vacation Pay:

1211

(1) Eligibility For: Employees who have completed six (6) months of employment with the Company shall be eligible for basic vacation pay.

1212

- (2) Amount Of: An employee eligible for basic vacation pay, who is on the payroll on the computation date, shall receive, as basic vacation pay, an amount equal to four percent (4%) of the total compensation (as defined in Section 3(e)(5) of this Article) paid by the Company to such employee during the period since the last preceding computation date or start date, whichever is later.

(b) Additional Vacation Pay - Ten (10) Years of Employment:

1213

- (1) Eligibility For: Employees who have completed ten (10) years of employment with the Company shall be eligible for additional vacation pay.

1214

- (2) Amount Of: An employee eligible for additional vacation pay, who is on the payroll on the computation date, shall receive, as additional vacation pay, an amount equal to two percent (2%) of the total compensation (as defined in Section 3(e)(5) of this Article) paid by the Company to such employee since the last computation date, start date, or since completion of ten (10) years of employment, whichever of such three (3) dates occurs later.

(c) Additional Vacation Pay - Twenty (20) Years of Employment:

1215

- (1) Eligibility For: Employees who have completed twenty (20) years of employment with the Company shall be eligible for additional vacation pay beyond that provided in Sub-sections (a) and (b) above.

1216

- (2) Amount Of: An employee eligible for such additional vacation pay, who is on the payroll on the computation date, shall receive, as additional vacation pay, an amount equal to two percent (2%) of the total compensation (as defined in Section 3(e)(5) of this Article) paid by the Company to such employee since the last computation date, start date, or since completion of twenty (20) years of employment, whichever of such three (3) dates occurs later.

(d) Time of Payment:

1217

- (1) To Employees Eligible on Computation Date: Within thirty (30) calendar days after the computation date, basic and additional vacation pay shall be paid to all eligible employees who were on the payroll on the computation date.

1218

- (2) To Employees Not Eligible on Computation Date: Any employee on the payroll as of a computation date, who is not eligible for basic vacation pay, shall receive basic vacation pay computed up to said computation date, as if such employee had been eligible on such computation date, as soon as practicable after completion of six (6) months of employment, as defined in this Article, provided the employment is unbroken from such computation date to the date of completing such six (6) months of employment.

(e) General Provisions:

1219

- (1) Employment with the Company, when used in connection with vacation pay, vacation time off, or sick leave pay, means:

1220

a. All time reflected on the Company's payroll.

1221

b. Time between termination of employment with the Company in order to enter the Armed Forces and reemployment with the Company in accordance with the provisions of the Military Selective Service Act of 1967, as amended, and related reemployment statutes.

1221

- (2) Credit for Rehires: An employee who (a) is laid off; (b) quits as a result of employee's refusal to accept a transfer to another Location or Division of the Company at Company request; or (c) is released as defined below; who did not qualify for vacation pay under Sections 3 or 4 of this Article and who rehires before the next computation date, will receive credit for compensation paid up to the date of such termination.

1223

- (3) Release: When used in this Agreement means a termination in which the Company terminates an employee who the Company determines is unable to meet the physical or mental requirements of the job, or due to permanent and total disability.



1224

- (4) Employees Under Two or More Plans: Any employee on the payroll on a computation date who has served under two (2) or more vacation plans in the Company during the same vacation year, ending with such computation date, shall have vacation pay computed by adding the benefits accumulated under each plan under which the employee served during that vacation year; except no payment shall be made for any period covered by pro rata vacation pay.

1225

- (5) Compensation: When used in this Agreement in connection with vacation or sick leave pay, means wages and all other remuneration (excluding payments under Patent contracts, the Company Suggestion and Scholarship Plans, and relocation allowances).

#### Section 4 - Pro Rata Vacation Pay

1226

- (a) Eligibility to Receive: Employees shall be eligible to receive pro rata vacation pay in the following circumstances only:

1227

- (1) When an employee, eligible under the provisions of Section 3 above: (a) is laid off; (b) quits as a result of employee's refusal to accept a transfer to another Location or Division of the Company at Company request; (c) retires under the Company Pension Plan; (d) is released as defined above; or (e) is terminated upon death.

1228

- (2) When an employee is transferred to another division of the Company involving a change of location, irrespective of eligibility under Section 3 above.

1229

- (3) When employees terminate to enter the Armed Services, voluntarily or otherwise, and irrespective of eligibility under Section 3(a) above, provided they actually enter a branch of the Armed Services within sixty (60) calendar days after termination of employment and present to the Company within a reasonable period of time after termination of employment proof of entry into the Armed Services. In the event such an employee is rejected for military service on account of failure to pass the Armed Services' physical examination, and presents to the Company within a reasonable period of time after termination of employment proof of such rejection, such employee shall be eligible for pro rata vacation pay under this Section.

1230

(b) Amount of Pro Rata Vacation Pay: Pro rata vacation pay shall consist of basic vacation pay (computed under Section 3(a) above) and additional vacation pay, if any (computed as provided in, and for those eligible under Sections 3(b) and 3(c) above).

1231

(c) Time of Payment: Within a reasonable time following termination or transfer, pro rata vacation pay shall be mailed by the Company to the employee at the address supplied by the employee at the time of termination or transfer.

## ARTICLE XIII - SICK LEAVE PAY

### Section 1 - Computation

1300

As of the vacation computation date, each employee on the payroll on said date, who has completed one (1) year of employment with the Company, as defined in Section 3(e)(1) of Article XII, shall be entitled, as sick leave pay, to two percent (2%) of all compensation (as defined in Section 3(e)(5) of Article XII) paid by the Company to such employee since completion of one (1) year of employment, or the last vacation computation date or last retire date, whichever of such three (3) dates occurs later.

### Section 2 - Time of Payment

1301

Sick leave pay shall be paid within thirty (30) calendar days after the vacation computation date to all employees who were on the payroll on the computation date and who become entitled to sick leave pay under this Article.

### Section 3 - Pro Rata Sick Leave Pay

1302

Any employee who has completed one (1) year of employment and who is eligible for pro rata vacation pay shall receive pro rata sick leave pay computed in the same manner provided in Section 1 above. Any such pro rata sick leave pay shall be paid at the same time as pro rata vacation pay.

## ARTICLE XIV - HOURS AND OVERTIME

### Section 1 - Definition of Workday and Workweek

1400

(a) Workday and Workweek: For the purpose of computing overtime pay of each employee on a standard workweek, the workweek shall consist of seven (7) consecutive twenty-four (24) hour days beginning at the regular starting time every Monday of the employee's assigned shift and the workday shall begin each calendar day at the regular starting time of the employee's assigned shift and end twenty-four (24) consecutive hours later.

1401

(b) Standard Workday: A standard workday is one of the five (5) consecutive workdays in a standard workweek.

1402

(c) Standard Workweek: A standard workweek shall consist of five (5) consecutive workdays beginning on Monday.

1403

(d) Voluntary Workweek: A voluntary workweek (VWW) shall consist of 3 days 36 hours per week starting on Friday and a 4 days 40 hours per week starting on Monday. The VWW is outlined in Article XIV, Sections 2, 3 and Attachment #55.

### Section 2 - Shift Hours

1404

(a) Standard Shift Hours: The existing regular shift hours shall be continued. Lunch periods shall not be of less than thirty (30) minutes nor more than forty-two (42) minutes.

The Standard Work Week (5/40) start times are as follows:

<u>First Shift</u>	<u>6:00 a.m.</u>
<u>Second Shift</u>	<u>3:00 p.m.</u>
<u>Third Shift</u>	<u>11:00 p.m.</u>

Voluntary Work Week start times are as follows:3/36

<u>First Shift</u>	<u>6:00 a.m.</u>
<u>Second Shift</u>	<u>6:00 p.m.</u>

4/40

<u>First Shift</u>	<u>6:00 a.m.</u>
<u>Second Shift</u>	<u>4:15 p.m.</u>

1405

(b) Method of Changing Shift Hours: The Company may make changes in the starting or stopping time of shifts, provided that such changes do not result in the existing shift hours being moved up for more than one (1) hour or moved back for more than one (1) hour. Any change of more than one (1) hour may only be made by mutual agreement between the Union and the Company. At least one (1) week's notice will be given to employees by the Company of any change in the starting or stopping time of shifts.

1406

(c) The Company may make changes in the starting or stopping time of the shift for individual employees, provided that such changes do not result in the existing shift hours being moved up for more than four (4) hours or moved back for more than four (4) hours. Any change in hours of an individual employee may only be made by mutual agreement between the Chairperson of the Bargaining Committee and the Company. At least one (1) week's notice will be given the employee by the Company of any change in the starting or stopping time of shifts.

Section 3 - Overtime Work

1407

(a) As to Employees in Maintenance Departments: Work on an employee's sixth (6th) and seventh (7th) workdays shall be on an involuntary basis for all employees in the maintenance departments in the Bargaining Unit.

1408

(b) As to All Other Employees: Except as provided in (a) above, work shall be voluntary on an employee's seventh (7th) workday and Company paid holidays. Work shall be voluntary on an employee's sixth (6th) workday, unless the Company notifies the employee at least forty (40) hours prior to the start of the employee's regular work shift on the sixth (6th) workday on which assigned to work. In the event a negotiated holiday falls on a Monday or Friday, holiday weekend overtime will be voluntary.

(c) Equalization of Overtime: Management shall make a good faith effort to equalize overtime between employees on an Overtime Equalization List within a classification. Overtime work shall first be offered among qualified employees assigned to the job on which such overtime work is to be performed. In the event additional employees are required to perform such overtime work, or in the event the overtime work is to be performed on a job to which no employees are regularly assigned, the Company will attempt, so far as is practicable, to select on an equalization basis employees in the department in which the overtime is to be worked. The equalization overtime chart, upon which an employee's name appears, will be displayed and discussed with the employee upon request.

(d) Notwithstanding paragraph (c) above, the parties mutually agree during the term of this Agreement to continue the "Guidelines for Overtime Equalization" (included as Attachment 25 to this Agreement). Any modification to the "Guidelines for Overtime Equalization" shall only be made jointly by the appropriate Senior Manager - Union Relations and the Chairperson of the Bargaining Committee. When applying the Voluntary Workweek (VWW) as outlined in Attachment #55, the Company understands that Overtime Guidelines, Attachment 25 apply with the exception that when overtime opportunities arise, the Company will offer overtime first to those employees on the Standard Workweek (Monday through Friday or 8/40), next to employees on the VWW 4/40 and lastly to employees on the VWW 3/36.

#### Section 4 - Overtime or Premium Pay

(a) Double Time Pay: Double time (i.e., two (2) times working rate) shall be paid for each hour worked as provided in this Sub-section:

- (1) Seventh Workday (Sunday): Each employee shall be paid double time for all hours worked on the seventh (7th) workday, as such, in the employee's workweek. For the purpose of this provision, the seventh (7th) day, as such, for the first (1st) and second (2nd) shift employees shall be a twenty-four (24) hour period commencing at the end of the regular second (2nd) shift (i.e., the second (2nd) shift hours to which the majority of employees are assigned) of the sixth (6th) day in the employee's workweek, unless the employee is assigned to an irregular second (2nd) shift. In such case, the seventh (7th) day, as such, shall be a twenty-four (24) hour period commencing at the end of such employee's irregular second (2nd) shift on the sixth (6th) workday in the employee's workweek. For third (3rd) shift employees the seventh (7th) day, as such, shall be the employee's seventh (7th) workday in the employee's workweek.

1413

- (2) Holiday: Each employee shall be paid double time for all hours worked on any holiday granted under the provisions of Article XI in addition to receiving holiday pay as provided in Article XI, Section 2(a). Where employees work into the holiday as an extension of their regular assigned shift on the workday preceding the holiday, work performed within the holiday period, defined in Section 4 of Article XI, as an extension of such regular shift, will be paid at double time and such payment will not be deducted from the employee's holiday pay granted under Article XI, Section 2(a).

1414

- (b) Time and One-Half Pay: Time and one-half (i.e., one and one-half (1 1/2) times working rate) shall be paid for each hour worked as provided in this Sub-section:

1415

- (1) Sixth Workday (Saturday): Time and one-half shall be paid for all hours worked on the sixth (6th) workday, as such, in the employee's workweek.

1416

- (2) Daily Overtime: Employees working on first (1st) and second (2nd) shifts shall be paid time and one-half for all hours worked in excess of eight (8) in any one (1) workday or forty (40) hours in any one (1) workweek. Employees working on third (3rd) shifts of six and one-half (6 1/2) hours shall be paid time and one-half for hours worked in excess of six and one-half (6 1/2) hours in any one (1) workday or thirty-two and one-half (32 1/2) hours in any one (1) workweek. The overtime compensation of third (3rd) shift employees, regularly assigned to six and one-half (6 1/2) hour shifts, shall be computed in accordance with the following formula:

$$\begin{aligned} &1 \frac{1}{2} \times \text{working rate} \\ &\quad \text{which is} \\ &8 \times \text{working rate} + 6 \frac{1}{2} \end{aligned}$$

1417

- (3) Pre-Shift Hours on Mondays and Days Immediately Following Holidays: Employees working pre-shift hours on Mondays and pre-shift hours on a day immediately following Company granted paid holiday(s) shall be paid time and one-half for such hours.

(c) General Rules Pertaining to Computation of Overtime Pay:

1418

- (1) Time Off for Union Business: Upon advance written request of the President or International Representative of the Union, the Local Executive Officers, which for the purposes of this Article are limited to eighteen (18), shall, on days regularly scheduled as plant workdays, be granted time off for official Union business and such time shall be considered as time worked for the purpose of computing overtime. Upon advance written request of the President or International Representative of the Union, and by mutual agreement between the Company and the Union, the provisions of this paragraph will be extended to other employees.

1419

- (2) Pyramiding of Rates: Overtime or premium rates shall not be pyramided on any workday.

Section 5 - Report Time Pay

1420

The provisions of this Section shall apply to work during the hours of an employee's regularly assigned shift on the first five (5) days of the employee's workweek and when assigned overtime work on the sixth (6th) or seventh (7th) workday of the employee's workweek, to any work on such sixth (6th) or seventh (7th) workday.

1421

- (a) Applicable to First Five Days of Workweek: Any employee ordered to report to work and so reporting on the first five (5) days of the employee's workweek shall receive a minimum of four (4) hours work or four (4) hours pay.

1422

- (b) Applicable to Sixth and Seventh Workdays: Where work is assigned to an employee on either the employee's sixth (6th) or seventh (7th) workday, or both, and the employee has not been notified of cancellation of such work prior to its start, and the employee reports to work, the employee shall receive payment whether or not work is actually available, at the applicable overtime premium rate; provided that if no work is available or if the hours actually worked are less than four (4), the employee shall receive four (4) hours pay at the applicable overtime premium rate.



1423

(c) Notice to Report: When notice not to report on the employee's next regularly scheduled work shift has not been given prior to the end of the employee's regular shift, the employee shall be considered as ordered to report. In the event notice is given by, or at the end of the shift, any employee who has left the plant prior to the time notice was given, or who was absent the entire shift, shall not receive report time pay if the employee reports to work at the employee's next regularly scheduled shift by reason of not having received such notice.

1424

(d) Emergency Shutdown: The provisions of this Section 5 shall not apply in cases of emergency shutdown arising out of a condition beyond the Company's control.

#### Section 6 - Call-Back Time

1425

Whenever an employee is called back for special or emergency work (i.e., work at a time outside of the hours of the employee's regularly assigned shift on the first five (5) days of the employee's workweek, except it does not include, (1) pre-shift or post-shift overtime work that is immediately preceding or following the employee's assigned shift) or, (2) work on the employee's sixth (6th) or seventh (7th) workday not covered by Section 5, the employee shall receive a minimum of four (4) hours work or four (4) hours pay. In computing such pay, hours not worked shall be considered as straight-time hours, and hours worked shall be considered as straight-time hours, or overtime hours, whichever is applicable under the provisions of this Article.

#### Section 7 - Computation of Time

1426

All time worked shall be calculated and paid for in units of six (6) minutes' duration, that is, tenths of hours, beginning on the hour. Fractions of such units shall not be counted.

#### Section 8 - Pay Day

1427

First (1st) and third (3rd) shift employees shall be paid on the last regular working day of each calendar week for work performed during the preceding calendar week. Second (2nd) shift employees shall be paid on the next to last regular working day of each calendar week for work performed during the preceding calendar week except when Company designated holidays fall on either Thursday or Friday, they will be paid on the last regularly scheduled workday in the week.

#### Section 9 - Rest Periods

1428

Existing rest periods of ten (10) minutes duration each shall be continued for the duration of this Agreement.

#### Section 10 - Pay for Jury or Subpoenaed Witness Duty

1429

When an employee is absent from work in order to serve as a Petit, Coroner's or Federal Grand juror or to report to the court in person in response to a jury duty summons or to report for jury examination or to comply with a subpoena as a witness in a federal or state court of law in the state in which the employee is working or residing, the employee shall be granted pay for those hours for which the employee is absent from work during the employee's regular eight (8) hour day or regular five (5) day workweek.

1430

(a) Pay for such work time lost shall not exceed, for any one (1) employee, a total of twenty (20) regular eight (8) hour workdays in any one (1) calendar year. Pay for such work time lost shall be computed at the employee's regular working rate exclusive of any premium for overtime. In no case will payment be made for jury or subpoenaed witness duty performed on the sixth (6th) or seventh (7th) day of an employee's regular assigned workweek or for hours in excess of the employee's regular eight (8) hour workday, or for jury or subpoenaed witness duty while the employee is on layoff or authorized vacation or leave of absence.

1431

(b) If an employee assigned to the second (2nd) shift is absent from work on such shift on the calendar day that the employee serves as a juror or subpoenaed witness, such absence shall be deemed to be an absence from work in order to serve as a juror or subpoenaed witness.

1432

(c) If a third (3rd) shift employee serves on jury duty or as a subpoenaed witness, absence on the next regularly scheduled assigned (Monday through Friday) shift following the day of service will be counted as jury service for jury or subpoenaed witness duty pay purposes.

1433

(d) Partial day absence for which the Company pays jury or subpoenaed witness duty pay shall count as time worked when computing daily overtime.

1434

(e) Pay for work time lost by employees who must report for jury examination will only be paid when they cannot report for such examination outside of their regular shift hours. To receive pay for work time lost, an employee must promptly notify the employee's department head of any notice the employee receives to report for jury examination, or to report for jury duty or as a subpoenaed witness and the Company may, if it so desires, request the Jury Commissioner or Court to excuse employee from such duty. If the employee is so excused, the Company shall not be required to pay jury or subpoenaed witness pay under the provisions of this Section.

1435

(f) An employee shall not be entitled to receive subpoenaed witness duty pay where the employee (a) is called as a witness against the Company or its interests; or (b) is called as a witness on the employee's own behalf in an action in which the employee is a party; or (c) voluntarily seeks to testify as a witness; or (d) is a witness in a case arising from or related to the employee's outside employment or outside business activities.

1436

(g) In order to recover jury pay, the employee must furnish to the Company a certificate of the Clerk of the Court in which the employee serves as a juror certifying the date or dates of attendance.

1437

(h) In order to recover subpoenaed witness duty pay, the employee must furnish to the Company a copy of a properly served witness subpoena. Such notice should certify the date or dates of appearance.

#### Section 11 - Bereavement/Funeral Leave Pay

1438

When a death occurs in an employee's immediate family (spouse, mother, father, stepparent, sister, stepsister, half sister, brother, stepbrother, half brother, daughter, son, stepchild, grandmother, grandfather, grandchild, spouse's mother or father, spouse's grandmother or grandfather), the employee will be paid bereavement/funeral pay for time lost for no more than three (3) consecutive standard working days immediately prior to, including and/or following the day of the funeral/or date of death. No Bereavement/Funeral Leave pay shall be paid for any day the employee receives other pay, e.g., Holiday pay, Jury or Subpoenaed Witness Duty pay, or Military Reserve payment nor for the sixth (6th) or seventh (7th) day in the employee's workweek nor shall such days be considered as interruptions of the period of consecutive standard working days. Before payment can be made, written verification of date of funeral/or date of death and relationship of the employee to the deceased may be required by the Director Human Resources or Designee.

#### Section 12 - Military Reserve Service Pay

1439

An employee with seniority who is called to and performs short-time active duty of thirty (30) calendar days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided below for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence.

1440

(a) The employee will be paid the amount of straight time pay the employee would have otherwise been paid by the Company during the first ten (10) working days of such period, or portion thereof of each calendar year, that the employee is called to such duty, less military pay earned during the fourteen (14) calendar days starting with the first (1st) day of such service. Military pay is defined as all military earnings including all allowances except for rations, subsistence, and travel.

1441

(b) Employees who qualify for a pay differential under the provisions of this Article may qualify for an additional five (5) days per calendar year if the reason for such absence is due to a Federally declared emergency.

1442

(c) In order to receive payment under this Section, an employee must give Human Resources prior notice of such military duty, and upon return to work, furnish Human Resources with a statement of the military pay received for performing such duty.

## ARTICLE XV - PATENTS

### Section 1 - Execution of The Boeing Company and Subsidiaries Proprietary Information and Invention Agreement a Condition of Employment

1500

Each employee covered by this Agreement who on the effective date of this Agreement is assigned to one (1) of the classifications listed in Appendix "C" or, regardless of classification, when required by the U.S. Government on military programs, shall execute and deliver to the Company The Boeing Company and Subsidiaries Proprietary Information and Invention Agreement (Form F-71000 0015 NEW (21 Dec 1999)) ("the Invention Agreement"), a copy of which is attached hereto, within thirty (30) days after the effective date hereof, as a condition of employment with the Company. Any employee who thereafter is assigned to one of the classifications listed in Appendix "C" or, regardless of classification, when required by the U.S. Government on military programs shall also, as a condition of employment with the Company, execute and deliver to the Company, the Invention Agreement. Notwithstanding the requirements of this Section, any employee covered by this Agreement who has previously executed and delivered to the Company and is currently covered by the McDonnell Douglas Corporation Patent Contract (Form MDC 136-3) shall not be required to also execute the Invention Agreement.

### Section 2 - Invention Awards

1501

The provisions of The Invention Award Plan set forth in Company Procedure PRO-1944, made a part hereof as Appendix "C-1", shall determine the eligibility for and the amount of any invention awards made to any employee covered by this Agreement.

### Section 3 - Grievances Concerning the Invention Agreement and Invention Award Plan

1502

No grievance or dispute concerning the interpretation or application of this Article, the Invention Agreement or the Invention Award Plan contained in Company Procedure PRO-1944, shall be subject to the provisions of Section 5 of Article VI (Arbitration) hereof, but any such grievance or dispute may be adjusted in accordance with the provisions of Section 4 of Article VI (Grievance Procedure) hereof. It is recognized that resort to Grievance Procedure by an employee under this Section shall in no way limit, affect, or prejudice any cause of action arising out of such Invention Agreement or Invention Award Plan.

## ARTICLE XVI - SAFETY AND HEALTH

### Section 1 - Safety Policy

1600

It is the desire of both parties to this Agreement to maintain high standards of safety in order to eliminate, as far as possible, occupational injuries and illness. The Company agrees to abide by and maintain in its plant, standards of sanitation, safety and health in accordance with federal, state, county and city laws and regulations issued in pursuance thereof.

### Section 2 - Safety Devices and Personal Protective Equipment

1601

(a) Necessary safety devices shall be furnished by the Company. Whenever safety devices are required by the Company, it shall be mandatory for employees to use them.

1602

(b) The Company will continue to furnish personal protective equipment in particular situations where it is now the practice to do so unless circumstances in such situations change, making the use of such personal protective equipment unnecessary. Whenever personal protective equipment is required by the Company, it shall be mandatory for employees to wear such equipment.

### Section 3 - Employee's Refusal to Work Because of Alleged Unsafe Condition

1603

(a) No employee shall be discharged or disciplined for refusing to work on a job or a machine if the refusal is based upon the employee's written claim submitted on a form provided by the Company that said job or machine is not safe or will endanger the employee's health until it has been determined that the job or machine is or has been made safe or will not endanger the employee's health. Upon the employee's refusal to work, based on a written Safety Report, the Company will immediately notify a Union Safety Committee member. Pending the determination, as set forth in (b) below, the complaining employee shall be transferred to other available comparable work which the employee is qualified to perform regardless of the seniority provisions of Article VII. When it has been determined that the job or machine is or has been made safe, the employee shall be returned to such job. Then if the employee continues to refuse to work after the job or machine is determined to be safe, the employee shall be subject to discharge or other disciplinary action.

1604

(b) Determination of Safe Condition: The determination required by (a) above shall be made jointly by the Company's Safety Engineer and a Union Safety Committee member. If they are unable to agree, the determination shall be made by a Representative of the Consulting Service of the California Division of Occupational Safety and Health.

#### Section 4 - Safety Report Forms

1605

(a) The Company shall have available at all times in each department, and in the Human Resources Service Centers, a supply of Safety Report forms for use by employees in reporting alleged unsafe or unsanitary conditions or needed safety corrections in their work area. This form and not the Grievance and Arbitration Procedure shall be used for safety complaints and requests for corrections relative to safety conditions. This form shall be supplied to the employee in a timely manner, on the employee's shift.

1606

(b) All copies of such forms shall be submitted to the employee's immediate supervisor who shall forthwith obtain a registration number from Occupational Safety, record the registration number on the report form, and provide the registration number to the initiating employee. The supervisor shall then respond in writing in the space provided within three (3) working days. One (1) copy shall be returned to the initiating employee with the supervisor's disposition; one (1) copy shall be retained in the department files. All other copies shall be forwarded to Occupational Safety for action as appropriate. Occupational Safety will provide a copy to the Union Safety Committee Chairperson.

1607

(c) The appropriate Manager - Industrial Hygiene and Safety shall cause each such Employee Safety Report to be investigated by a Company Safety Engineer, and shall assure that the Union Safety Committee Chairperson is informed of the progress, disposition, and adjustment of each report in accordance with Section 5 below.

1608

(d) A copy of the final disposition of each Employee Safety Report will be provided by the Safety Department to the initiating employee, to his/her immediate supervisor, and to the Union Safety Committee Chairperson.

## Section 5 - Investigations

1609

(a) Employee Safety Reports: The appropriate Manager - Industrial Hygiene and Safety or Designee, will meet with the Chairperson of the Union Safety Committee on such days and at such times as are mutually agreeable, but not less than twice weekly, to discuss those Employee Safety Reports received since the previous meeting, or which may be outstanding, as well as any other safety matters that may be appropriate.

1610

- (1) The Union Safety Committee Chairperson, or designated Safety Committeeperson, shall have the right to investigate Employee Safety Reports of potentially serious unsafe conditions or continuing safety problems which have been discussed in accordance with (a) above but have not been resolved to the mutual satisfaction of the Committeeperson and the Safety Engineer. A Safety Engineer may participate in such investigations. If the Safety Engineer chooses not to participate, it shall not restrict the Union Safety Committeeperson from investigating.

1611

- (2) When the designated Safety Committeeperson and the Safety Engineer cannot agree on the disposition of an Employee Safety Report, the matter will be referred as an agenda item for the next regular meeting of the Safety Committee. If the matter cannot be resolved satisfactorily at the Safety Committee meeting, then the determination shall be made by a Representative from the Consulting Service of the California Division of Occupational Safety and Health. This procedure and not the grievance procedure shall be used to adjust differences regarding safety.

1612

(b) Accidents: If an injury occurs which requires the Company to report such to the California Division of Occupational Safety and Health, the appropriate Manager - Industrial Hygiene and Safety, or Designee, will immediately notify the Chairperson of the Union Safety Committee or designee. The Chairperson, or designee, may elect to participate in the accident investigation.

1613

(c) No matter concerning health or safety will be referred to any external agency by any member of the Union Safety Committee before the internal procedures set forth in this Article have been fully exhausted.



Section 6 - Joint Review of Departmental Safety Meetings

1614

In the interest of maintaining the standards set forth in Section 1 above, the appropriate Manager - Industrial Hygiene and Safety, or Designee, and the Chairperson of the Union Safety Committee, or designee, will jointly discuss safety concerns in the plant. The parties will jointly attend departmental safety meetings on a random basis.

## ARTICLE XVII - SABOTAGE

1700

Any acts of sabotage or damage to, or taking of Company, Government, customer, or any other person's or employee's property, will be reported to the Security Investigations Department of the Company, and the Company and the Union will use their best efforts in assisting to determine and apprehend the guilty person.

## ARTICLE XVIII - SECURITY REGULATIONS

### Section 1 - Effect of Denial of Access

1800

Nothing in this Agreement shall require the Company to employ or to continue in its employment or to give access to any plant, factory, or site, any person or persons to whom either the Secretary of Defense, or the Secretary of the Army, or the Navy, or the Air Force, or any of their duly authorized Representatives, in the interest of security against espionage, sabotage, or subversive activity, refuse access to classified information and/or work.

### Section 2 - Procedure to Contest Removal

1801

Employees removed from employment by virtue of this provision may contest such removal in the following manner:

1802

(a) Written Request for Review: Serve written request for review upon the Representatives of the Armed Services requesting removal within the time limitations specified by the Department of Defense. Such request for review may be made through the Company or the Union provided the individual's written consent thereto accompanies the request for review.

1803

(b) Review Procedure: Request for review served, as provided in (a) above, will be subject to such review as will be provided by the Secretary of Defense or authorized Designee.

1804

(c) Effect of Reversal: In the event that the review discloses that the removal of the employee was without sufficient cause, the employee shall be entitled to be restored to such employee's former job. Reimbursement for loss of earnings resulting from the suspension, revocation, or denial of clearance during the period of removal from employment shall not be made by the Company, but shall be requested by the affected employee from the appropriate Department of Defense or other governmental agency, subject to its regulations. The Company will assist the employee in processing a request for such reimbursement if requested by the employee.

## ARTICLE XIX - GENERAL PROVISIONS

### Section 1 - Prior Agreements Cancelled

1900

This Agreement cancels and supersedes all prior written and oral agreements made between the parties.

### Section 2 - Separability

1901

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

### Section 3 - Waiver

1902

The waiver of any breach of any provisions or terms of this Agreement by either party shall not constitute a waiver of any subsequent breach.

### Section 4 - Notices to the Parties

1903

Any notice to be served under any of the provisions of this Agreement shall be deemed to be duly served on the date of mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be served as follows:

## For The Company:

Director - Union Relations  
Boeing Commercial Airplane - Long Beach ("BCA-LB") and  
Aircraft and Missiles - Long Beach ("A&M-LB")  
2401 East Wardlow Road  
Long Beach, California 90807-4418

Director - People Organization  
Boeing Commercial Airplane - Long Beach ("BCA-LB")  
3855 Lakewood Boulevard  
Long Beach, California 90846

Director - People Organization  
Aircraft and Missiles - Long Beach ("A&M-LB")  
2401 East Wardlow Road  
Long Beach, California 90807-4418

## To the Union:

International Union, United Automobile,  
 Aerospace and Agricultural Implement  
 Workers of America  
 Solidarity House  
 8000 East Jefferson Avenue  
 Detroit, Michigan 48214

International Union, United Automobile,  
 Aerospace and Agricultural Implement  
 Workers of America  
 Region #5  
 11340 Hammock Drive  
 Bridgeton, Missouri 63044

International Union, United Automobile,  
 Aerospace and Agricultural Implement  
 Workers of America  
 Local No. 148  
 3971 Pixie Avenue  
 Lakewood, California 90712

Section 5 - Supervisory or Non-Bargaining Unit Employees  
Performing Bargaining Unit Work

1906

Non-Bargaining Unit employees shall not perform work normally performed by employees in the Bargaining Unit, and Supervisory employees shall not perform production work normally performed by employees under their supervision except when instructing employees or in case of emergency. In the event the Bargaining Committee person believes the provisions of this section have been abused, the Union may request an immediate meeting to resolve the matter with the appropriate Senior Manager, Union Relations who will initiate a meeting to discuss this situation and resolve as appropriate with the functional representative of Management and the Bargaining Committee person.

Section 6 - Agreement Not Assignable

1907

This Agreement is not assignable. In the event of change of management or geographical location of a plant or sale of the Company, the present management shall use its best efforts to insure the continuance of this Agreement during its prescribed period.

Section 7 - Amendment

1908

This Agreement may be amended or modified from time to time in writing by mutual agreement, and such amendments or modifications shall become a part of this Agreement.

Section 8 - Skilled Trades/Apprenticeship Program

1909

Apprenticeship Standards have been adopted and implemented which are in conformity with the rules and regulations of the California Apprenticeship Council and the Standards of Apprenticeship as published by the Secretary of Labor. The rates of pay, wages, hours and other conditions of employment will be governed by the Standards of Apprenticeship, as amended, and the Collective Bargaining Agreement where applicable.

## ARTICLE XX - REPORTS TO THE UNION

### Section 1 - Applicability

2000

The Company agrees to provide to a Designee of record of the Union, the following reports with respect to records of employees in the Bargaining Unit.

### Section 2 - Seniority, Status Change, Recall and Promotional Information

2001

The Company will continue to furnish to the Union, in a timely manner, Employee Status Change reports, Recall report and Bargaining Unit Seniority report, as outlined below:

2002

(a) A weekly Seniority Report of Bargaining Unit employees by classification in seniority order.

2003

(b) A weekly Status Change Report of Bargaining Unit employees. The report will identify:

1. Acquisitions
2. Reclassifications and Lead Adjustments
3. Department and Shift Changes
4. Transfers In
5. Transfers Out
6. Terminations
7. Formal Leaves
8. Sub-Division

2004

(c) Weekly Status Change Reports will be prepared and submitted within ten (10) working days after the effective date of such changes and will include the names, employee numbers and addresses of employees being added to the Bargaining Unit.

2005

(d) A weekly report of employees possessing Bargaining Unit recall.

2006

(e) A report listing the classifications posted at the beginning of each posting period.

2007

(f) A monthly report indicating the names and employee numbers of employees qualified for each posted classification in the preceding month.

2008

(g) A weekly report of employees in seniority order by subdivision by shift for the purpose of shift transfer.

#### Section 3 - BI-Annual Computer Information

2009

(a) Machine readable information including names, employee numbers, and addresses of employees will be furnished to the Union.

#### Section 4 - Renitance and Statements

2010

The Company, in accordance with Article V, Section 2(d), shall furnish the following information to the Financial Secretary of the Union:

2011

(a) The total amount of monthly dues deducted.

2012

(b) The total amount of original initiation fees deducted.

2013

(c) The total amount of reinstatement fees deducted.

2014

(d) The total amount of pick-up deductions.



2015

(e) The names, employee numbers, and amounts from whose wages such deductions have been made.

2016

(f) The names of employees from whose wages no deductions were made because their paychecks were insufficient to enable the Company to make appropriate deduction.

2017

(g) The names of employees who were laid off or terminated or transferred out of the Bargaining Unit.

2018

(h) The Company, at the same time, shall remit to the Financial Secretary of the Union its check for the amounts shown under Items (a), (b), (c) and (d), above.

Section 5 - Wage Information

2019

(a) The Company will furnish as of the payroll period which includes the 15th of the month, the following information for the months of January, April, July and October with respect to employees in the Bargaining Unit:

2020

(1) The number of employees in each classification.

2021

(2) The weighted average wage of each classification.

2022

(3) The population of Leads associated with each classification; and

2023

(4) The weighted average wage of Leads associated with each classification.

2024

(b) The Company will furnish as of the third (3rd) week ending in each month the following information concerning all hourly paid Bargaining Unit employees in the Bargaining Unit:

2025

(1) The number of employees.

2026

(2) The average hours worked for the week reported.

2027

(3) The average gross weekly earnings for the week reported.

2028

(4) The average gross hourly rate for the week reported; and

2029

(5) The average straight-time hourly wage rate for the week reported.

2030

(c) All of such wage information in (a) and (b) above will be furnished to the Union when available.

## ARTICLE XXI - DURATION

### Section 1 - Term

2100

This Agreement shall take effect on the 1st day of May 2000 unless otherwise specifically provided as to certain provisions, and shall remain in effect through the 25th day of April 2004. This Agreement shall continue in effect from year to year thereafter unless notice is given in the manner provided in Section 2 of this Article.

### Section 2 - Modification or Amendment

2101


Not more than ninety (90) calendar days or less than sixty (60) calendar days prior to the end of the original term hereof or prior to the end of any yearly period thereafter, as the case may be, either party may give to the other written notice of desire to terminate, modify or amend this Agreement. Such notice shall be served upon the International Office of the Union or Corporate Human Resources Office of the Company (see Article XIX, Section 4). Negotiations on the proposed modification or amendments shall begin not less than forty-five (45) calendar days prior to any anniversary date. Each party giving such notice shall endeavor to submit its proposal to the other party at least five (5) days prior to the beginning of negotiations. Further, either party may submit new or additional proposals for modification or amendment during the course of negotiations.

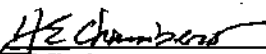
### Section 3 - Termination of This Agreement


2102

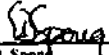
If a notice is given under the provisions of Section 2 above, and complete agreement upon modifications or amendments to this Agreement has not been reached by the anniversary date, then either party at any time thereafter may terminate this Agreement by giving seven (7) days advance written notice to the other.

THE BOEING COMPANY

  
 J. R. Phillips  
 Vice President - General Manager  
 BCA - Long Beach

  
 H. E. Chambers  
 Vice President - General Manager  
 A&M - Long Beach

  
 J. L. Cohn  
 Vice President - Emp. & Union Relations  
 Company Offices


  
 E. D. Spang  
 Vice President - General Manager  
 A&M

  
 D. W. Craig  
 Director - Union Relations  
 Long Beach Operations

  
 J. L. Makris  
 Vice President - Manufacturing  
 A&M - Long Beach

  
 M. C. Marino  
 Director - Operations & Production  
 BCA - Long Beach

  
 R. D. Martin  
 Director - People Organization  
 BCA - Long Beach

  
 K. P. Eriksen  
 Director - Union Relations  
 A&M - Long Beach

  
 E. E. Schaniel  
 Director - Employee Involvement  
 Long Beach Operations

  
 D. P. Herdin  
 Regional Director - Employee Benefits  
 Company Offices

  
 P. R. Kelley  
 Director - C-17 Manufacturing  
 A&M - Long Beach

THE BOEING COMPANY

*BT Liebrecht*

B. Liebrecht  
Superintendent - Systems Assembly  
BCA - Long Beach

*M. J. Campolo*

M. J. Campolo  
Senior Manager - Union Relations  
A&M - Long Beach

*Mary M. Larsen*

M. M. Larsen  
Senior Manager - Union Relations  
BCA - Long Beach

*F. T. Weimer*

F. T. Weimer  
Senior Manager - Human Resources  
A&M - Long Beach

*J. G. Vince*

J. G. Vince  
Senior Manager - Human Resources  
A&M - Long Beach

*G. E. Petros*

G. E. Petros  
Manager - Employee Benefits  
Company Offices

*F. D. Lee*

F. D. Lee  
Specialist - Wage Administration  
Long Beach Operations

*M. F. Machado*

M. F. Machado  
Specialist - Human Resources  
BCA - Long Beach

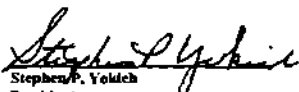
*S. K. McGettigan*

S. K. McGettigan  
Specialist - Human Resources  
A&M - Long Beach

*C. L. Blodwin*

C. L. Blodwin  
Specialist - Human Resources  
BCA - Long Beach

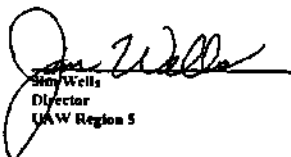
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE  
AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)



Stephen P. Yoldich  
President  
UAW International Union



Ron Gettel  
Vice President - Director  
UAW Aerospace Department



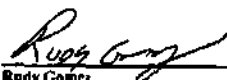
Mary Wells  
Director  
UAW Region 5



Mary K. Rordan  
Administrative Assistant  
UAW Aerospace Department



Cheryl E. Bradshaw  
International Representative  
UAW Region 5



Rudy Gomez  
International Representative  
UAW Aerospace Department

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)  
Local No. 148

  
\_\_\_\_\_  
Kenneth Legg  
President  
\_\_\_\_\_  
Bill Schultz  
Chairperson - Bargaining Committee  
\_\_\_\_\_  
Rudy Lopez  
Co-Chairperson - Bargaining Committee

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Robert Brjarsno  
Bargaining Committee Member

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)  
Local No. 148

  
George Gallegos  
Bargaining Committee Member

  
Glen Moss  
Bargaining Committee Member

  
Naimah Mohammad  
Bargaining Committee Member

  
Tashana Williams  
Bargaining Committee Member



## APPENDIX "A"

### **PRECEPTS AND PRINCIPLES GOVERNING THE APPLICATION AND ADMINISTRATION OF THE CLASSIFICATION DESCRIPTIONS IN THE BARGAINING UNIT**

The following precepts and principles will govern the application and administration of the Classification Descriptions in order to attain the following objectives:

- (a) To ensure orderly, uniform and consistent application of the Classification Descriptions;
- (b) To prescribe the assignment of employees to appropriate classifications on the basis of the work they perform;
- (c) To govern the resolution of disputes involving employees' classifications.

Now, therefore, it is understood and hereby established:

- 1. The first paragraph of a Classification Description is a brief description of the duties of the classification, the purpose of which is to distinguish that classification from other classifications.
- 2. An employee shall not be required to perform all of the work operations described in a classification description in order to be eligible for classification thereunder. An employee shall not be eligible for classification under a classification description by reason of performing isolated or singular duties described in a classification description.
- 3. Where work assignments are not adequately nor specifically described, such work assignments shall be appraised and accordingly classified as belonging under the most appropriate classification description, by considering the relative degree of complexity or level of difficulty of said work assignments in comparison with comparable work operations described in the classification descriptions. It is understood that each classification description is to be interpreted and applied in its entirety as a specification of job standards which are definitive of the job requirements of that particular classification.

#### APPENDIX "A"

4. An employee shall be entitled to a classification under a classification description when the employee is regularly required to perform work operations which meet the specifications described in paragraph (2) and supplemented by other paragraphs herein for a substantial portion of their working time.
5. An employee normally performs some of the work of a higher classification in order to qualify for advancement and some of the work of lower classifications when required. The normal duties of any employee may include some of the work of related classifications when required. The normal duties of any employee may include giving assistance, guidance and instructions to other employees.
6. A classification description shall not be construed so as to restrict in any manner the rights of the Company to assign work to employees nor to grant or concede an employee or group of employees any right to refuse to perform assigned work for the reason that such work is not described specifically in the classification description of their classification. Further, where operations or machines are referred to as a singular in a classification description it is not to be interpreted or construed as limiting the employee to a specific machine or operation described in his/her classification description.
7. An employee is required to perform the work operations and duties described in or appraised as being covered by a classification description and shall receive that degree or amount of quality guidance or instruction which is considered usual and normal.
8. When a work operation or function is described in the same manner in more than one classification description such work operation or function shall not be used to determine the proper classification of an employee. Such work operation is not a distinguishing element or a determinant of a level of difficulty but only stated for descriptive purposes or because it is such an integral and necessary part of the job that its omission would be undesirable from the standpoint of completeness. In determining the proper classification for an individual employee, the determination of whether he/she is performing the work requirements or work operations set forth in the classification description shall be the controlling consideration.
9. The duties of an employee in any classification or lead may include any of the functions in the classification, and will, as necessary, include the use of the hand and power tools, test or other equipment, jigs, fixtures, templates, or other tooling normally associated with or required in the performance of the duties set forth in the Classification Description; and include improvising shop aids, and rework and repair as required to accomplish the assigned work.

#### APPENDIX "A"

10. Any employee so authorized may operate moving, handling or measuring equipment, such as fork lifts, power tugs, pendant cranes, transits, levels, etc. when used to accomplish work of his/her classification. Any employee whose principle assignment is to operate such equipment on a full-time basis will be classified accordingly.
11. The attached "Glossary" shall be used to establish the definitions and meanings of certain words and phrases used in the classification descriptions herein; for all other definitions and meanings of words, Merriam Webster's dictionary shall be used. These precepts and principles shall be used to interpret the intent of any classification description and shall be followed when classification descriptions are revised and added to the Plan.

**A GLOSSARY OF TERMS AND PHRASES AS USED  
IN THE DOUGLAS AIRCRAFT COMPANY  
CLASSIFICATION DESCRIPTIONS**

In the preparation and application of the classification descriptions, the following terms and words are given definitions and meanings in order to clearly indicate the common and consistent interpretation to be placed in them by all persons using the classification descriptions:

**1. ADAPT TOOLING**

Means to modify, alter or change furnished tooling to fit it for a specific need without altering its basic design.

**2. ANGLE, COMPOUND**

Means the angle between the two non-coinciding sides of two oblique angles which are in different planes and have a vertex and one side in common. Making a compound angle usually presents a coordinating tolerance problem since it results from the holding within tolerances of two adjoining component angles.

**3. AS DIRECTED**

Means that some determinations connected with the work operation described are usually and normally made by others and are given or made known to the worker directly concerned with the assignment. Use of this term does not mean that the details and determinations involved need be repeated each time an identical or very similar work assignment is made or work operation performed, nor does it preclude use of independent judgment by the worker.

**4. AS REQUIRED**

Means that the work operation function or job duty is usually and normally performed after or as a direct result of an order, work assignment or request from recognized supervisory personnel and/or is used to mean an occasional or incidental job requirement. The intended meaning is evident from the nature of the job duty described.

**5. ASSEMBLY JIGS**

Are those which facilitate holding and aligning a set of parts for fabrication or assembly operations.

**6. ASSISTS**

Assist means to help or aid other employees in the performance of certain work where the higher graded employee assumes responsibility and where the assistance consists of performing certain portions of the assigned work either in direct coordination of carrying out details of the total assignment under the direct guidance of the higher graded employee. The worker assisted is held responsible for the satisfactory completion of such work assignment. The assisting worker is not expected to work wholly independently but rather cooperatively and, further, is entitled to and should receive the guidance and instruction considered usual and normal under these circumstances.

7. BLUEPRINTS, DETAIL

Are any class of blueprints which give necessary detailed information for fabricating one or more parts.

8. BLUEPRINTS, DETAIL ASSEMBLY

Are blueprints which provide information for assembling parts together with the necessary information for making some or all of the individual parts.

9. BLUEPRINTS, DETAIL PARTS

Are blueprints which give the necessary information for making one part in any required number, all of which must be interchangeable.

10. BLUEPRINTS, MAJOR ASSEMBLY AND INSTALLATION

Are blueprints which provide information for the installation and/or assembly of fabricated and accessory parts into the airplane during final assembly, and for the construction of such major assemblies as fuselage, wing, empennage and engine control stand.

11. BLUEPRINTS, MINOR ASSEMBLY

Are blueprints which furnish the worker with information for assembling a number of parts; these blueprints frequently also serve to give information for routing the component parts into the assembly department.

12. CHECK, FUNCTIONAL

Means to determine or ascertain whether a unit of or portion of a system performs the function for which it is intended and if not, whether rework or alteration is required. Checks of this nature include checking lines for leaks, wires for breaks by buzzer, bell or other continuity checks, and checking response to controls as on landing gears.

13. CHECK, OPERATIONAL

Means making a complete check of an entire independent system, after such system has been installed in its entirety in/on the aircraft. Such systems to include the complete electrical system, heat and vent system, hydraulic system, engine controls system, surface controls system, radio and/or radar system. A thorough knowledge of the shop theory involved in the individual system is required.

14. CHECK, VISUAL

Means detecting with the naked eye, or with such aids as mirrors, obvious defects and imperfections. Its use implies sufficient knowledge and familiarity on the part of the worker to make the required identification. Such check would uncover incomplete assembly (missing parts or operations), visible surface cracks, badly driven rivets, and similar conditions.

15. CONTOUR

Means a curved surface having radii of different lengths all of which lie in parallel planes or the same plane, such planes being perpendicular to the curved surface, or means a curved line having radii of different lengths all of which are in the same plane. The surface of a cone or section thereon, a typical airfoil surface, the curved edge of a profiled plate and the curved layout line guiding the making of a router block are examples. Contour surfaces composed of sections of cylinders and edges whose profile is a section of a circle are excluded since the radii are the same length.

16. CONTOUR, COMPLEX

Means a curved surface of unusual intricacy and variability.

17. CONTOUR, COMPOUND

Means a curved surface having radii of different lengths which lie in non-parallel planes. Compound contours are typical of stretch press and drop hammer dies. The surface of a sphere or section thereon would be a regular compound contour and, in general, was meant to be excluded.

18. CONTOUR, REVERSE

Means a compound contour that reverses its curvature so that it has both concave and convex portions.

19. COORDINATED TOLERANCES, COORDINATED DIMENSIONS

These expressions are used only when exacting tolerances are implied, i.e., exacting tolerances are to be associated always with "coordinated dimensions", "coordinated tolerances" unless modified expressly. It should be understood that the mere location of a point by two or more reference dimensions does not in itself mean that the dimensions themselves are coordinated. An example of truly coordinated dimensions is shown in the following: The precision dimensions between two holes must be held while at the same time the precision dimensions locating each of the holes must also be held with respect to another reference point or line.

20. DEVELOPMENTAL PARTS

Are parts which are intended for use on experimental or developmental aircraft (i.e., one or a few aircraft designated as being actually or potentially subject to major modification or change). These are usually produced singularly or in small lots using standard tooling, improvised tooling or newly constructed production tooling. Its use in a classification description does not imply a restricted level of difficulty unless such intention is clearly and specifically indicated.

21. DRAW, DEEP

Means the relation of depth or draw to its other dimensions is such that it is distinguished from moderate or shallow draws by custom.

22. DRAW, DRAWING

Means the forming of sheet metal or other material by pressing it into a die while at the same time retarding movement of the metal into the die by mechanical holding as with draw rings.

**23. EXPERIMENTAL PARTS**

Are parts which are intended for use on experimental or developmental aircraft. These are usually produced singularly or in small lots using standard tooling, improvised tooling, or newly constructed production tooling. Its use in a classification description does not imply a restricted level of difficulty unless such intention is clearly and specifically indicated.

**24. EXPERIMENTAL WORK, DEVELOPMENTAL WORK (Does)**

Means to experiment with the process or operation (assembly and/or fabrication) in order to develop new or improved methods, or means to build or make new assemblies and installations where exercise of a thorough knowledge of the shop theory involved is necessary and further is a recognizably difficult assignment which is characterized by requiring ingenuity to accomplish the assignment satisfactorily. It does not include work done by a usual or established manner, process or operation on a part even when such part will later be used on an experimental or prototype aircraft.

**25. FABRICATES COMPLETELY**

Means to perform all necessary fabrication operations required to produce a finished article ready for use in an assembly, aircraft or the plant.

**26. FABRICATION, FABRICATES**

Means work operations on raw materials and partially manufactured parts which increase its or their value and utility.

**27. HAND TOOLS**

These include hand tools normally used by the workers in the performance of the classification, such as files, rasps, deburring tools, chisels, saws, hand drills, screw drivers, pliers, wrenches, hammers, mallets and punches.

**28. HAND TOOLS, MACHINISTS'**

No definite distinction is implied by prefixing "Machinists'" to "Hand Tools". Use of this or other trades' names as Carpenters', Instrument Makers', Electricians' and Masons' does not imply a strict limitation on Hand Tools used; e.g., wire cutters (Electricians') might be used by a Mason laying wire reinforced brick or tin snips (Sheet Metal Workers') by a Carpenter to cut a square of sheet metal to cover a knot hole.

**29. HOLDING FIXTURES**

Refers to tooling designed to hold the work so that machining installation, assembly or layout operations are facilitated.

**30. HOLDING FIXTURES, PRODUCTION**

Are those designed to hold or align one part or one assembly. Holding jigs are included in this class.

**31. HOLDING FIXTURES, STANDARD**

Are those which can be used on a wide variety of parts and which are usually found in all well equipped shops of similar nature. They are a portion of the Standard Tooling category concerned principally with holding the work.

32. IMPROVISES AND ADAPTS STANDARD TOOLING

Means to use standard tooling (see definition) in order to secure and align part or otherwise aid or expedite fabrication. It implies that exercise of skill and ingenuity is required and the problems involved are not solved by standard or simple means.

33. IMPROVISE TEMPORARY TOOLING

See "Improvise Tooling". Means, in addition, that the tooling is intended for temporary use only and is made or adapted from equipment, material and tooling on hand.

34. IMPROVISE TOOLING

Means that a worker, to accomplish a given task, recognizes the need for and exercises the ingenuity and skill to create a mechanical aid which will permit doing the work with greater exactness, rapidity and/or facility. The fact that tooling is improvised need not affect the classification since it might be simple or complex, necessary or unnecessary, authorized or unauthorized.

35. LAYOUT (n); LAYS OUT (v)

Means the actual marking of locating and/or reference points and lines on the material, part, tool or assembly worked on. Layout in itself does not imply a high level of difficulty or skill since it can be a simple work operation such as measuring a length on a piece of lumber and making a line or point at which it is to be sawed, making lines on pavement with a chalk line preparatory to painting, or scribing around a furnished template laid on flat stock. On the other hand, layout can be a difficult work operation which requires much skill, knowledge and experience to make the necessary computations, part setup, precise measurements and markings, and interpretation of complex blueprints such as on a complex die or casting requiring layout to establish locations for coordinated hole patterns, compound angles and/or irregular contours.

36. LAYOUT, PROGRESSIVE

Is the layout for a machining or other fabricating operation which is continued (or completed) after the fabrication operation has been performed. Progressive layout is often necessary when initial machining operations would remove scribed reference marks for subsequent operations, or is advantageous when the machining operation produces a good reference plane or point for further layout operations.

37. LAYOUT OF PART

Means the marking of points and lines which will determine the exact nature and dimensions of the part after machining or fabrication operations have been performed. Layout of this nature is an integral and necessary step in the fabrication of the part.

38. LAYOUT OF REFERENCE LINES AND POINTS

Means the marking of points and lines to aid or guide the worker in performing a given operation. It often indicates points and lines from which precision measurements will be taken although the points and lines themselves need not have been located exactly. Layout of this nature is often optional rather than necessary as the purpose can be to reduce the number of measurements, limit gross errors, or to permit working to closer than specified tolerances.



39. **MANUFACTURING OUTLINE SHEETS**

These sheets or cards furnish all or some of the following information: the order or sequence in which operations are to be performed, the tools to be used, the production tooling available and its tooling identification number, machine feeds and speeds, and special manufacturing instructions, if any. This refers to operation sequence sheets, process sheets, operational sheets or cards, manufacturing operation cards, and other written information furnished the operator of the same nature and for the same use and purpose.

40. **MAY**

When used, indicates a job requirement of some of the plants of the company and is considered to be of the same level of difficulty as other requirements not so qualified.

41. **PRODUCTION AIDS**

Are devices initiated voluntarily and made by the worker to facilitate work operations, increase production or reduce elements of fatigue or strain. Such devices are usually simple but ingenious in nature.

42. **PRODUCTION ILLUSTRATIONS**

Are blueprints or sketches which are used as an aid in visualizing parts and/or their assembly and are usually isometric, perspective, pictorial or third angle projection drawings. Blueprint dimensions might be shown also.

43. **PICKUP WORK; PICKUP**

Means the performance out of usual or normal sequence work operations which have been omitted by intention or of necessity (as part shortage or rushed schedule) or by oversight (as failure to drill a hole, make a cutout, or install a part). Pickup work does not of itself establish a high or higher level of difficulty since work done out of sequence is very often of the same difficulty or within the same level of difficulty as when done in sequence. Therefore, the level of difficulty intended is to be determined from the job description and compared with the actual pickup work in question.

44. **REPAIR**

Means to restore a part or assembly to its original state or utility after it has been damaged by accident or by wear. It does not have the same meaning as "Rework".

45. **REWORK**

Means to undo and then do over work previously accomplished (normally by others) in order to correct errors or make it conform to changed specifications. Rework can be simple or difficult according to its nature and variety; therefore, the level of difficulty intended is to be determined from the composite classification description. (See repair).

46. SETUP (n), SETS UP (v)

Is a broad term which becomes specific only according to its usage and application to machines and/or operations concerned. It includes the various necessary physical work operations or steps, (other than layout) which must be accomplished before actual fabrication can proceed. Setup of a machine might include securing material to machine bed at the proper angle for cutting, selecting, aligning and setting cutting tool, setting speeds and feeds, adjusting coolant flow. In most assembly operations, setup (e.g., positioning parts, obtaining parts) is so closely intermingled with fitting and joining together that setup is not customarily designated as such (this is generally true of operations where machine operation is not the primary job factor).

47. SHOP PRACTICE

Means the generally accepted method of performing a basic, common, or usual operation under specified conditions. It covers the knowledge which is common to the occupation itself and to most manufacturing shops using the operation under consideration. Besides knowledge and ability to use required hand tools and equipment, it includes knowledge of general safety practices, conduct, rules of cleanliness, neatness, good housekeeping and care of equipment. When used in the phrase "shop practices and procedures", practice need not imply other than practices or methods learned or acquired at any one shop.

48. SHOP PROCEDURE

Means the way custom and management of the particular company require, wish or specify the work to be performed. It includes the departmental and company rules, procedures and policies made known to the employee for his/her information and expected compliance. It covers or implies having sufficient knowledge of organization, management, and physical details of the company to perform satisfactorily the required work in a generally harmonious manner.

49. SHOP THEORY

Means the comprehensive craft knowledge and special skills associated with the particular trade and related trade without which advanced work of high quality, quantity, and uniformity may not be performed. A thorough knowledge of shop theory is considered necessary to accomplish the more difficult and diversified work of a classification and includes a real understanding of the capacities as well as limitations of the machines and skills used in the trade. It implies a knowledge of "why" as well as "how" a given task should be done. It is acquired by a combination of observation, experience and schooling.

50. STANDARD IN DESIGN

Means that construction and purposes are common to the company or shop. It implies that lower level of difficulty is involved than when "not standard in design" is used.

51. TEND

Means that an automatic or almost automatic function is taking place which requires little or no direct control by the worker. To "tend" a machine would include watching its operation after the setup has been made (usually by others), periodically checking work produced, starting and stopping, loading material in machine, removing finished part, making minor adjustments to machine which do not involve extensive knowledge of setup, and notifying proper personnel when machine or part trouble develops.

52. TOLERANCES, CLOSE

Means those tolerances which are held by the machine, operator and/or fixture without great or special care, effort or skill on the part of the worker. This term expresses a level of difficulty rather than a preciseness of linear, angular or other measurement.

53. TOLERANCES, EXACTING

Means those tolerances which require special care and attention on the part of a skilled worker to obtain or hold. These tolerances would be difficult, if not impossible, for a semi-skilled or unskilled worker to hold consistently at a good production rate. This term expresses a level of difficulty rather than a preciseness of linear, angular or other measurement.

54. TOLERANCES, LIBERAL

Means those tolerances which are left to the judgment of the worker and are of such nature that variation by the worker will not result in appreciable spoilage, damage or uneconomic operation. This term expresses a level of difficulty rather than a preciseness of linear, angular or other measurement.

55. TOLERANCES, MODERATE

Means those tolerances which must be observed to maintain proper standards of workmanship or economy, but which require only reasonable care or skill to hold. This term expresses a level of difficulty rather than a preciseness of linear, angular or other measurement.

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**56. TOOLING PRODUCTION**

Is specially designed tooling to facilitate production operations on any number of same or similar parts. This type of tooling is developed to hold regular and irregular shaped parts in proper machining position, and to minimize or eliminate setup and layout. This is a general term usually associated with machining operations on lot or mass production parts and assemblies.

**57. TOOLING STANDARD**

Means those tools or tooling used on the same or different types of machines or operations, principally in making a setup for either layout or machining and occasionally for bench or assembly work and which further are found commonly in nearly all shops and industries performing similar operations. In the machine shop it would include Vee-blocks, parallel bars, angle plates, chucks, collets, machine vises, a wide variety of clamps, bolts, locks and wedges. In bench or assembly work it would include surface plates, table vises, and various common attachments, used on portable and stationary tools to permit holding the work or increasing the scope of the tool.

**58. TRAINING AND EXPERIENCE**

Training refers to time to acquire skill through instruction, demonstration and controlled or practice operation. Experience refers to time to acquire skill through actual performance of the work itself or of pertinent elements of closely related work. Training does not include schooling or formal training in reading, writing and simple arithmetic since this is basic for all aircraft occupations. More advanced formal training which would substitute directly for job techniques normally acquired by actual experience on the job such as shop algebra, shop geometry, shop trigonometry, blueprint reading, lofting practice and technical trade knowledge can be counted as equivalent training and experience in the case of an individual worker.

**59. UNUSUALLY AND IRREGULARLY SHAPED**

Means that the parts deviate sufficiently from usual and standard parts as to require exercise of ingenuity and original thinking to properly and satisfactorily fabricate them.

**60. VARIABLE**

Means a different degree or form of the same kind of thing.

**61. WHEN REQUIRED**

Means that the work operation, function or job duty is usually and normally performed after or as a direct result of an order or request from recognized supervisory personnel and/or means that it is required or necessary only rarely or when exceptional circumstances exist.

**62. LICENSE REQUIREMENTS**

Means that where an employee is required by local, State or Federal law to possess a license and/or certificate to perform the required job duties, the said local, State or Federal law shall supersede the requirements expressed in Douglas Classification Description. Responsibility for obtaining said license or certificate shall rest with the individual performing such job duties.

## APPENDIX "C"

### **CLASSIFICATIONS REQUIRING SIGNATURE ON PATENT CONTRACT**

<u>CODE</u>	<u>CLASSIFICATION</u>
J3M	ENGINEERING ELECTRONIC R&D TECHNICIAN
J3P	ENGINEERING LABORATORY MACHINIST
K3R	ENGINEERING MECHANICAL TEST OPERATIONS TECH
J3S	ENGINEERING PLASTIC DEV TECHNICIAN
K3T	ENGINEERING PRECISION MECH FAB TECH
J3U	ENGINEERING TEST FACILITIES MECHANIC
K3V	ENGINEERING TEST STRUCTURES FAB MECHANIC
K3W	INSPECTOR RECEIVING LAB - ELECTRICAL/ELECTRONIC
J5P	INSPECTOR RECEIVING LABORATORY-MECHANICAL
J5W	INTEGRATED SYSTEM TEST TECHNICIAN
K5V	JIG & FIXTURE BUILDER
R2N	MASTER LAYOUT TECHNICIAN
R2P	MATERIAL CONSERVATION ANALYST
J6N	MECHANIC QUICK RESPONSE
J6P	METHODS DEVELOPMENT MECH
J6R	METROLOGY TECHNICIAN
J7H	PATTERN MAKER - WOOD
R2T	PERISHABLE TOOL LIAISON SPECIALIST
S2U	PLANNER
K7J	PLASTER AND PLASTIC TOOL MAKER
K7K	PLASTIC FABRICATOR AND ASSEMBLER
J7U	PROOF LOAD MECHANIC
J8F	SHEET METAL DEVELOPMENT MECHANIC
J8U	TEST EQUIPMENT TECH - ELECTRONIC
K8V	TEST EQUIPMENT TECH - MECHANICAL
K8Y	TOOL & DIE MAKER
R3C	TOOL LIAISON SPECIALIST
R3D	TOOL PROJECT SPECIALIST
K9A	TOOLROOM MACHINIST
J9C	WIND TUNNEL MODEL DEVELOPMENT TECHNICIAN

IN ADDITION TO THE ABOVE, EMPLOYEES IN ALL CLASSIFICATIONS WHEN REQUIRED BY THE U.S. GOVERNMENT ON MILITARY PROGRAMS.

**APPENDIX "C-1"**

**THE BOEING COMPANY  
INVENTION AWARDS**

**Appendix C-1**

**Pre-1944 Invention Awards**

**APPENDIX "C-2"**

**THE BOEING COMPANY AND SUBSIDIARIES PROPRIETARY INFORMATION AND  
INVENTION AGREEMENT**

**Appendix C-2**

**The Boeing Company and Subsidiaries Proprietary Information and  
Invention Agreement**

APPENDICES C-1, C-2, H/H-a, I, J, K

The following appendices are part of this Agreement to the same extent as if they were included in the body of the Agreement, but they are not printed herein:

<u>Appendix C-1</u>	<u>Pre-1944 Invention Awards</u>
<u>Appendix C-2</u>	<u>The Boeing Company and Subsidiaries Proprietary Information and Invention Agreement</u>
Appendix H/H-a	Employee Retirement Income Plan
Appendix I	Health and Dental Care and Group Insurance
Appendix J	Layoff Benefit and Security Program
Appendix K	Employee Investment Plan



# ATTACHMENT 1-A

## ALPHABETICAL LIST OF CLASSIFICATIONS Labor Grades and Entry Rate Group Effective 15 May 2000, Retroactive to 1 May 2000

Job Code	Labor Grade	Classification Title	Entry Group
J2B	F15	Air Conditioning & Refrigeration Mech.	C
K2A	F13/F10	Aircraft Assembly Mechanic	H
K2C	F13/F10	Aircraft Electrical Mechanic	H
J1D	F03	Aircraft Electrical Wire Preparer	R
J1F	F11	Aircraft Inventory Checker	G
J1G	F11/F09	Aircraft Mover & Equipment Operator	I
K2J	F13/F10	Aircraft Structures/Surface Mechanic	H
J2L	F09	Aircraft Wash Rack Attendant	I
J3E	F17	Automated Assembly Machine Operator	A
S2B	T06/T03	Badge & Tool Control Operator	R
J2N	F12	Block Jig and Template Maker/Molder	F
J2P	F15/F14	Boring Mill-Horizontal Machinist	D
J2S	F15	Building & Equipment Mechanic	C
J2T	F04	Burrer	P
K2L	F16/F13	Casting Center/Quick Response Machinist	E
J2V	F12/F09	Chemical Etch/Laser Scribe Operator	I
K2W	F05/T02	Copy Equipment Operator	T
K2Y	F09/F04	Cruiser & Packer	M
R2C	T04	Data Process Terminal Operator-Manufacturing	P
R2E	T04	Data Process Terminal Operator-Quality Control	P
R2F	T03	Department Clerk	R
J3B	F14	Development Mechanic-Electrical	D
R2J	T04	Drawing Center Clerk	P
K7Z	F10/F06	Drill/Route/Saw Operator	L
J3C	F13/F10	Drivmatic Type Machine Operator	H
K3G	F08/F05	Electrical/Electronic Assembler	M
J3F	F07	Electroplater	K
J3M	F17	Engineering Electronic R&D Tech	A
J3P	F17	Engineering Laboratory Machinist	A
K3R	F16/F13	Engineering Mechanical Test Operations Tech	E
J3S	F16	Engineering Plastic Development Tech	B
K3T	F16/F13	Engineering Precision Mechanical Fabrication Mech	E
J3U	F15	Engineering Test Facilities Mechanic	C
K3V	F16/F12	Engineering Test Structures Fabrication Mechanic	F
J4D	F10	Fabricator and Assembler	H
J9D	F15/F12	Facilities Construction Mechanic	F
J4E	F04	Field and Service Attendant	P
K4F	F16/F13	Field and Service Electrical/Electronic	E
K4G	F16/F13	Field and Service Mechanical	E

# ATTACHMENT 1-A

## ALPHABETICAL LIST OF CLASSIFICATIONS

Labor Grades and Entry Rate Group  
Effective 15 May 2000, Retroactive to 1 May 2000

Job Code	Labor Grade	Classification Title	Entry Group
R2K	T01	File Clerk/Messenger	U
J4K	F05	Garage Service Attendant	M
J4P	F07	Grinder Drill	K
J4N	F15	Grinder Tool and Cutter	C
K4U	F14/F09	Heat Treater	I
K8M	F10/F07	Hydra/Stretch/Hand Former	K
J4U	F09	Induction Brazing Tubing	I
J5D	F16/F13	Inspector - Electrical/Electronics	E
J4Z	F12	Inspector Electrical-Bench	F
J5B	F16	Inspector Engineering Test	B
K5J	F15/F11	Inspector Fabrication	G
J5E	F16/F15	Inspector Field & Service-Mechanical	C
J5G	F14/F11	Inspector Final Assembly-Mechanical	G
J9T	T12/F10	Inspector Non-Destructive Testing	H
K3H	F16/F13	Inspector Receiving Lab-Elect/Electron	E
J5P	F14	Inspector Receiving Lab-Mechanical	D
J5S	F16	Inspector Supplier-Quality Control	B
J5T	F16	Inspector Test Equipment	B
J5U	F17	Inspector Tooling	A
J5W	F17	Integrated Systems Test Technician	A
K5M	F13/F10	Interiors Fabrication/Installer	H
J5X	F02	Janitorial Worker	S
K5Y	F17/F13	Jig and Fixture Builder	E
J5Z	F15/F14	Lathe/Grinder Machinist	D
J6A	F16	Layout Specialist-Machined Parts	B
J6B	F12	Locksmith	F
J6C	F16	Machine Rebuilder	B
J6D	F10	Machinist Bench-Fabrication	H
J6E	F16	Machinist-Maintenance	B
K9M	F08/F04	Maintenance Worker	P
K2G	F15/F12	Maintenance-Process Systems	F
R2N	T13	Master Layout Technician	B
K6J	F07	Material Handler	K
R2S	T08	Material Records Analyst	H
R2B	T10/T08	Material Requirements Planner	H
K2B	F13/F10	MD-11 Fuselage Mechanic	H
J6K	F13	Mechanic Automotive	E
J6L	F14	Mechanic Diesel	D
J6N	F13/F09	Mechanic Quick Response	I

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## ATTACHMENT 1-A

### ALPHABETICAL

#### LIST OF CLASSIFICATIONS

Labor Grades and Entry Rate Group

Effective 15 May 2000, Retroactive to 1 May 2000

Job Code	Labor Grade	Classification Title	Entry Group
K2E	F16/F15	Mechanical-Main Comp Aided Manufacturing	C
J6M	F15	Mechanic-Maintenance	C
K6P	F13/F10	Metal Fitter	H
J6P	F16/F17	Methods Development Mechanic	A
J5H	F12	Metrology Dimensional Tech	F
J6R	F17/F16	Metrology Technician	B
K6R	F15/F12	Milling/Duplicating Machine Machinist	F
K6T	F14/F11	Mockup/Model Builder	G
K6W	F10/F05	Nameplate Fabricator	M
J6X	F13	Office Equipment Mechanic	E
J7D	F13/F10	Overhaul & Repair Mechanic-Field	H
K7E	F12/F09	Painter Aircraft	I
J7H	F16/F14	Pattern Maker-Wood	D
R2T	T09	Perishable Tool Liaison Specialist	F
J7J	F10	Photo Reproduction Technician	H
S2U	T14/T11	Planner	D
R2U	T06	Planning Data Reconciler	K
K7J	F17/F13	Plaster & Plastic Tool Maker	E
K7K	F13/F10	Plastic Fabricator and Assembler	H
J7M	F15	Plumber-Pipe Fitter Maintenance S.O5	C
K7S	F11/F07	Press Operator Hydraulic Multi-Acting	K
J7T	F07	Pressure Fuelling Operator	K
R2V	T07	Production Control Analyst	J
S2X	F11	Production Control Expediter	G
J7U	F16	Proof Load Mechanic	B
R2Y	T04	Purchasing Stenographer	P
R4C	F13/F06	Quick Response Mechanic-Tubing	L
J7W	F11/F12	Radial Drill Press Operator	F
R2Z	T07	Reclamation Person	J
S3A	T06/T03	Release Planner	R
J7Y	F10	Router/Mill Operator-Machined Parts	H
J8A	F07	Sandblaster Operator	K
J9C	F04	Service Worker	P
K8E	F07/F04	Shear Operator	P
J8F	F15	Sheet Metal Development Mechanic	C
J8G	F15	Sheet Metal Worker-Maintenance	C
J8J	F10	Spar Cap Contouring Operator	H
K8K	F15/F12	Spar Mill Machinist	F
J8N	F15	Surface Defects Repair Mechanic	C

# ATTACHMENT I-A

## ALPHABETICAL

### LIST OF CLASSIFICATIONS

Labor Grades and Entry Rate Group

Effective 15 May 2008, Retroactive to 1 May 2000

Job Code	Labor Grade	Classification Title	Entry Group
J8P	F09	Surface Finisher	I
K8R	F06/F03	Surface Treatment Equipment Operator	R
J8S	F14	Tank Test and Repair Mechanic	D
J8U	F16	Test Equipment Technician-Electronic	B
K8V	F16/F12	Test Equipment Technician-Mechanic	F
R3B	T06	Timekeeper	K
K8Y	F17/F13	Tool & Die Maker	E
J8Z	F11	Tool & Equipment Repair Mechanic	G
R3C	T14	Tool Liaison Specialist	A
R3D	T13	Tool Project Specialist	B
K9A	F17/F15	Toolroom Machinist	C
J9B	F11/F09	Truck Crane Operator	I
K9C	F12/F07	Tube Bender	K
J9P	F06	Tube Finisher	L
J9E	F13	Tubing Develop and Mockup Mechanic	E
J9G	F17	Wind Tunnel Model Development Tech	A

# ATTACHMENT 1-B

PROGRESSION INTERVALS AND PURE BASE RATES FOR ENTRY RATE GROUPS  
EFFECTIVE 15 MAY 2000, RETROACTIVE TO 1 MAY 2000

GROUP		A	B	C	D	E	F	G	H	I	J	K	L	M	P	R	S	T	U
FACTORY		17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	1&2		
T&O		14	13	12	11	10	9		8		7	6		5	4	3		2	1
N	START	13.43	12.98	12.28	11.76	11.30	11.24	10.62	10.57	9.94	9.61	9.26	8.90	7.94	7.64	7.32	7.23	7.20	6.99
U	2	13.53	13.08	12.38	11.86	11.40	11.34	10.72	10.67	10.04	9.71	9.36	9.00	8.04	7.74	7.42	7.33	7.30	7.09
M	4	13.63	13.18	12.48	11.96	11.50	11.44	10.82	10.77	10.14	9.81	9.46	9.10	8.14	7.84	7.52	7.43	7.40	7.19
B	6	13.73	13.28	12.58	12.06	11.60	11.54	10.92	10.87	10.24	9.91	9.56	9.20	8.24	7.94	7.62	7.53	7.50	7.29
E	8	13.83	13.38	12.68	12.16	11.70	11.64	11.02	10.97	10.34	10.01	9.66	9.30	8.34	8.04	7.72	7.63	7.60	7.39
R	10	13.93	13.48	12.78	12.26	11.80	11.74	11.12	11.07	10.44	10.11	9.76	9.40	8.44	8.14	7.82	7.73	7.70	7.49
	12	14.03	13.58	12.88	12.36	11.90	11.84	11.22	11.17	10.54	10.21	9.86	9.50	8.54	8.24	7.92			
O	20	14.13	13.68	12.98	12.46	12.00	11.94	11.32	11.27	10.64	10.31	9.96	9.60	8.64	8.34	8.02			
F	36	14.23	13.78	13.08	12.56	12.10	12.04	11.42	11.37	10.74	10.41	10.06	9.70	8.74					
	52	14.33	13.88	13.18	12.66	12.20	12.14	11.52											
W	68	14.43	13.98	13.28	12.76	12.30	12.24												
E	84	14.53	14.08	13.38	12.86	12.40													
E	100	14.63	14.18	13.48	12.96														
K	116	14.73	14.28																
S	132	14.83																	
Labor Grade																			
Minimum		14.93	14.38	13.58	13.06	12.50	12.34	11.62	11.47	10.84	10.51	10.16	9.80	8.84	8.44	8.12	7.83	7.80	7.59

## ATTACHMENT 1-C

### PLACEMENT PROCEDURE

- (A) An employee being laid off from a classification listed in this Attachment will be placed in the previously held classification (as defined in Article VII, Section 1(b), as seniority permits with the highest maximum rate (reflected in Attachment 1-A), provided: (1) the employee was not in Entry Status of the classification previously held with the highest maximum rate and (2) the employee has more seniority than any employee who may have recall to such classification.
- (1) Such placement will apply only to classifications held since the employee's last date of entry into the Bargaining Unit with no seniority.
- (2) Does not apply to classifications held during periods of employment for which seniority has been restored under the provisions of Article VII, Section 2(g).
- (B) An employee being laid off from a classification not listed in the Attachment will be granted one (1) placement opportunity, except as provided in (C) below, during the term of this Agreement in the previously held classification (as defined in Article VII, Section 1(b)), as seniority permits, with the highest maximum rate (reflected in Attachment 1-A), provided: (1) the employee was not in Entry Status of the classification previously held with the highest maximum rate and (2) the employee has more seniority than any employee who may have recall to such classification.
- (1) Such placement opportunity under this paragraph shall apply only to the classification with the highest maximum rate (excluding Entry Status) held since the most recent date of hire or rehire without seniority.
- (2) Does not apply to classifications held during period of employment for which seniority has been restored under the provisions of Article VII, Section 2(g).
- (C) An employee who is granted a placement opportunity in paragraph (b) above who is subsequently recalled in accordance with Article VII, Section 7 to a classification listed in this Attachment 1-C or to the same classification that entitled the employee to the original placement opportunity in (B) above who is again laid off, shall be entitled to repeat the placement opportunity as originally granted in (B) above.
- (D) If an employee has placement to two (2) or more classifications (except Entry Status) which have the same maximum rate the employee will exercise placement to the classification most recently held.
- (E) Placement rights to other classifications as a result of this Placement Procedure shall not apply to:

- (1) Classifications from which employees were disqualified by the Company or themselves for any reason.
- (2) Classifications held by employees for pay purposes only.
- (3) Classifications from which employees are reclassified as a result of a misclassification.
- (4) Entry Status of any classification.
- (5) Field classifications.
- (6) Classifications that were converted to new classifications prior to 12 May 1975, unless employees held or had recall to the new converted classifications. (Assembler Aircraft and Aircraft Mechanic classifications are excluded from this item six (6)).

**Attachment:**

**Classification List to Attachment 1-C**

### CLASSIFICATION LISTING

<u>CODE</u>	<u>CLASSIFICATION TITLE</u>
J2P	Boring Mill - Horizontal Machinist
K2L	Casting Center/Quick Response Machinist
J3B	Development Mechanic - Electrical
J3M	Engineering Electronic Research and Development Technician
J3P	Engineering Laboratory Machinist
K3R	Engineering Mechanical Test Operations Technician
J3S	Engineering Plastic Development Technician
K3T	Engineering Precision Mechanical Fabrication Technician
J3U	Engineering Test Facilities Mechanic
K3V	Engineering Test Structures Fabrication Mechanic
K4F	Field and Service Electrical/Electronic
K4G	Field and Service Mechanical
J4N	Grinder Tool and Cutter
K5D	Inspector Electrical/Electronic Systems
J5B	Inspector Engineering Test
K5J	Inspector Fabrication
J5D	Inspector Field and Service - Electrical/Electronic
J5E	Inspector Field and Service - Mechanical
J5G	Inspector Final Assembly - Mechanical
J9T	Inspector Non-Destructive Testing
K3H	Inspector Receiving Laboratory - Electrical/Electronic
J5S	Inspector Supplier - Quality Control
J5T	Inspector Test Equipment
J5U	Inspector Tooling
J5W	Integrated System Test Technician
K5Y	Jig and Fixture Builder
J5Z	Lathe/Grinder Machinist
J6A	Layout Specialist - Machined Parts
R2N	Master Layout Technician
J6N	Mechanic Quick Response
J6R	Metrology Technician
K6R	Milling/Duplicating Machine Machinist
J7H	Pattern Maker - Wood
R2T	Perishable Tool Linkon Specialist
S2U	Planner
K7J	Plaster and Plastic Tool Maker
J7U	Proof Load Mechanic



### CLASSIFICATION LISTING

<u>CODE</u>	<u>CLASSIFICATION TITLE</u>
J7W	Radial Drill Press Operator
J8F	Sheet Metal Development Mechanic
K8K	Spar Mill Machinist
J8N	Surface Defects Repair Mechanic
J8S	Tank Test and Repair Mechanic
J8U	Test Equipment Technician - Electrical
K8V	Test Equipment Technician - Mechanical
K8Y	Tool and Die Maker
R3C	Tool Liaison Specialist
R3D	Tool Project Specialist
K9A	Toolroom Machinist
J9E	Tubing Development and Mockup Mechanic
J9G	Wind Tunnel Model Development Technician
<u>J3E</u>	<u>Automated Assembly Systems Operator</u>
<u>R5W</u>	<u>Inspector-Wing Build Process</u>

## INDEX

### LETTERS OF AGREEMENT

During the negotiation of the 2000 collective bargaining agreement the Company and the Union agreed to the Letters listed below. All other Letters previously agreed to are cancelled and without effect.

### ATTACHMENT

<u>NO.</u>	<u>DATE</u>	<u>SUBJECT</u>
1	24 February 1975	Bargaining Unit Employees Assigned to Field Trips
2	24 February 1975	Subcontracting
3	24 February 1975	O & R Mechanic - Field Seniority
4	24 February 1975	Employees Selected for Transfer
5	05 June 1975	"Blocker" Letter
6	19 August 1975	Seniority Upon Return to Bargaining Unit
7	17 April 1978	Union Dues Deductions Outside U.S.
8	17 April 1978	Seniority of Transfers Outside the Bargaining Unit
9	28 August 1979	Facility at 2220 East Carson St.
10	16 October 1980	Prepaid Dental Plans
11	16 October 1980	Health Maintenance Organizations
12	25 June 1987	21000 S. Normandie Avenue Facility, Torrance, CA
13	11 December 1987	Arbitrator Panels
14	11 December 1987	Work Assignment Flexibility (WAF)
15	04 November 1991	New Employee Orientation
16	04 November 1991	Child Care Facilities
17	04 November 1991	Voluntary Political Contributions

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### LETTERS OF AGREEMENT

<u>NO.</u>	<u>DATE</u>	<u>SUBJECT</u>
18	04 November 1991	Testing - Promotion to Inspection and Planner Classification
19	04 November 1991	Mediation in Step Four of Grievance and Arbitration Procedure
20	04 November 1991	5 Hour Shifts - Saturday and Sunday Overtime
21	04 November 1991	Guidelines for Lead/Team Leader Selection
22	04 November 1991	UAW/MDC Intra-Corporation Council Meetings with Labor Relations
23	04 November 1991	Joint Company/Union Training of Contract Language Changes
24	01 May 2000	UAW Health and Safety Representatives
25	01 May 2000	Guidelines for Overtime Equalization
26	04 November 1991	Joint Company/Union Health and Wellness Committee
27	04 November 1991	Retirees Entering Plant to Assist in Voter Registration Drives
28	04 November 1991	Company/Union Discussion of Pending Outsourcing of Work or Incoming Contract Hires
29	04 November 1991	Maintaining Active Employment Pending Disciplinary Action
30	04 November 1991	Joint Company/Union New and Changing Technology Committee
31	04 November 1991	Hearing Impaired Employees

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**LETTERS OF AGREEMENT**

<b><u>NO.</u></b>	<b><u>DATE</u></b>	<b><u>SUBJECT</u></b>
32	04 November 1991	Joint Company/Union Committee on Prevention of Sexual Harassment in the Workplace
33	04 November 1991	Joint Company/Union Committee on Prevention of Civil Rights Violations in the Workplace
34	04 November 1991	Family Leave Provisions
35	04 Nov 1991	UAW/DAC Joint Venture Agreement - Local 148
36	01 May 2000	One-Time Only Restoration of Seniority
37	24 April 1995	Mediation Attendees
38	24 April 1995	Shift Transfer Disqualifications
39	24 April 1995	Company-Union Grievance Priority
40	24 April 1995	Employee Notice Upon Leaving Entry Status
41	24 April 1995	Type 2 Grievance Scheduling
42	24 April 1995	Standard Start Times
43	24 April 1995	Safety Committee Overtime
44	24 April 1995	Supplier Rework & Repair - DAC
45	24 April 1995	Pay For Skill
46	01 May 2000	Job Erosion Review Process
47	24 April 1995	Bar Coding
48	24 April 1995	Job Combinations
49	1 May 2000	Overtime Equalization Tracking and Training

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LETTERS OF AGREEMENT

<u>NO.</u>	<u>DATE</u>	<u>SUBJECT</u>
50	24 April 1995	Outsourcing of Facilities Work
51	1 May 2000	Web Technology Committee
52	24 April 1995	Employee Involvement
53	24 April 1995	Employee Involvement Addendum
54	24 April 1995	MD95 Letter
55	1 May 2000	Voluntary Workweek
56	1 May 2000	Confined Space in the Wing Build Process
57	1 May 2000	Yuma, Arizona Facility

**LOCAL NO. 148 ATTACHMENT NO. 1**

24 February 1975  
Updated: 1 May 2000

International Union, United Automobile,  
Aerospace & Agricultural Implement  
Workers of America, Local No. 148  
3971 Pile Avenue  
Lakewood, California 90712

Attention: E. J. Wianeck, International Representative  
Don Tucker, Bargaining Committee Chairman

Gentlemen:



This letter deletes Local 148 Attachment #6 in the 1971-1974 Agreement dated December 9, 1971 and is superseded by this agreement reached between the Company and the Union with respect to Bargaining Unit employees assigned to Field Trips in the United States:

1. Such assignment will not defeat the employee's right to participate, during the period of such assignment, in the benefit programs set forth in the Agreement and its supplements.
2. During the period of assignment to such Field Trips, the Company will continue to recognize dues deduction authorizations.
3. The Local Union shall have the right to designate one (1) of the Bargaining Unit employees on such Field Trip as the representative of those employees. Article VI (Grievance and Arbitration Procedure) of the Agreement shall apply to the employees so assigned; except that any grievance shall be processed through established procedures at the location to which the grievant is regularly assigned upon the grievant's return from the Field Trip. The applicable time limits set forth in Article VI shall not commence to run until the grievant's return from the Field Trip during which the grounds for the grievance arose.
4. The Company will provide advance notification to the Local Union of those employees assigned to Field Trips. In addition, the Company will provide to the Local Union the work site location, and a point of contact phone number for employees on Field Trip assignment.

Very truly yours,

  
For the Company

  
For the Company

  
For the Union  
  
For the Union

**LOCAL NO. 148 ATTACHMENT NO. 2**

24 February 1975

International Union, United Automobile,  
Aerospace & Agricultural Implement  
Workers of America, Local No. 148  
3971 Pixie Avenue  
Lakewood, California 90712

Attention: E. J. Wianeck, International Representative  
D. Tucker, Bargaining Committee Chairman

Gentlemen:

In accordance with the provisions of the current Company- Union Agreement, the Company's decision to contract work or services is based upon economic or other sound business reasons and is not for the purpose of diluting the UAW Local 148 Bargaining Unit.

When the Company determines, consistent with the above responsibility, to contract work or services and if the work or services is to be performed within the plant or location where the UAW 148 is presently certified, the contractor's employees will not be assigned so as to displace employees represented by UAW 148.

The Company shall not be precluded from continuing to contract work or services in plant or at its locations which has been determined in the past to be essential to the effective management of the Company so long as UAW 148 employees are not displaced as stated above.

This agreement does not apply to new construction or major renovation consistent with past practice.

This letter of agreement will remain in effect during the term of the current Company-Union agreement which expires on October 16, 1977.

Very truly yours,

s/s R. S. Steigerwalt  
R. S. Steigerwalt  
Director - Personnel

s/s E. J. Wianeck  
E. J. Wianeck  
International Representative

s/s D. Tucker  
D. Tucker  
Bargaining Committee Chairman

LOCAL NO. 148 ATTACHMENT NO. 3

LETTER OF AGREEMENT

Date: 24 February 1975

It is mutually agreed by the parties that employees selected by the Company for Field Assignments who are reclassified to the Overhaul and Repair Mechanic - Field (J7D) classification, or Lead shall be reclassified to the classification or Lead held immediately prior to their reclassification to O&R Mechanic - Field as their individual assignments are completed. In the event such employees have insufficient seniority for placement in their last previously held classification, or Lead they shall become subject to layoff and be processed for layoff in accordance with Section 6 of Article VII of this Agreement.

Employees hired for Field Assignments and classified as Overhaul and Repair Mechanic - Field, or Lead shall be terminated by reason of layoff as their individual assignments are completed.

Employees on layoff from the Bargaining Unit who are offered and accept Field Assignments, and are reclassified to O&R Mechanic - Field, or Lead shall be returned to layoff status upon completion of their assignment. Such employees shall not exercise rights found in the layoff provisions of this Agreement (Article VII, Section 6) upon completion of the Field Assignment nor shall such Field Assignment extend the recall period of Section 4(c) of Article VII of this Agreement for such employees.

No employee classified as O&R Mechanic - Field or Lead shall establish recall to the O&R Mechanic - Field classification or Lead.

s/s E. J. Wiancki  
E. J. Wiancki  
International Representative

s/s R. S. Steigerwall  
R. S. Steigerwall  
Director - Personnel  
Douglas Aircraft Company

s/s Don Tucker  
Don Tucker  
Bargaining Committee Chairman



**LOCAL NO. 148 ATTACHMENT NO. 4**

Date: 24 February 1975

International Union, United Automobile,  
Aerospace & Agricultural Implement  
Workers of America, Local No. 148  
3971 Pike Avenue  
Lakewood, California 90712

Attention: E. J. Wiancki, International Representative  
Don Tucker, Bargaining Committee Chairman

Gentlemen:

In the application of Article VII, employees selected for transfer will be the employees with the least seniority, whenever practicable.

Very truly yours,

/s/ R. S. Steigerwalt  
R. S. Steigerwalt  
Director - Personnel

/s/ E. J. Wiancki  
E. J. Wiancki  
International Representative

/s/ Don Tucker  
Don Tucker  
Bargaining Committee Chairman

LOCAL NO. 148 ATTACHMENT NO. 5

LETTER OF UNDERSTANDING

Date: 6/5/75

Updated: 4/24/95

In the recently negotiated Collective Bargaining Agreement that expires October 16, 1977, the parties used the phrase "provided the employee has more seniority than any employee who may have recall to the classification" and similar phrases with the same meaning and intent throughout the Agreement. (Paragraphs 706, 762, 757, 799M, 810, 812, 816, 819, 953 and Attachment 1-C).

Effective the week beginning June 16, 1975, the Company will administer this language, excluding the following four (4) categories of employees with recall:

- 1) Salaried employees with recall.
- 2) High senior employees who remove themselves from Suspended Recall or return from Leave of Absence and are awaiting recall.
- 3) High senior employees under Medical Suspension awaiting recall.
- 4) High senior employees whose seniority and/or recall were lost and then restored who are awaiting recall.

This Letter of Understanding may be cancelled by either party upon thirty (30) days written notice to the Personnel Director or the Chairman of the Bargaining Committee and the International Representative servicing Local 148.

s/s R. S. Steigerwalt  
For the Company

s/s Don Tucker  
For the Union

LOCAL NO. 148 ATTACHMENT NO. 6

LETTER OF UNDERSTANDING

Date: 8-19-75

Updated: 4/24/95

During the recently concluded negotiations, the parties extensively discussed and negotiated provisions regarding the retention and/or accumulation of bargaining unit seniority when bargaining unit employees leave the bargaining unit and then return to the bargaining unit.

Since some misunderstanding has arisen with regard to Paragraph 707, the parties agree that this paragraph applies only to employees affected since the effective date of the new collective bargaining agreement - 2/24/75. It was not the intent of the parties that this paragraph affected employees who left and returned to the bargaining unit under prior collective bargaining agreements and were in the bargaining unit on 2/24/75 and subsequently remain in the bargaining unit.

s/s K. L. Richards  
K. L. Richards

s/s R. S. Steigerwald  
R. S. Steigerwald

LOCAL NO. 148 ATTACHMENT NO. 7

LETTER OF AGREEMENT

DATE: 4-17-78

It is mutually agreed that when Bargaining Unit employees are temporarily transferred from the Bargaining unit, in accordance with the provisions of Article VII, Section 3 of the Agreement to assignments outside the United States, the Company will continue to recognize dues deduction authorizations during such periods of temporary transfer.

s/s R. S. Steigerwalt  
For the Company

s/s M. M. Schneider  
For the Union (Local)

s/s N. D. Ingbratsen  
For the Company

s/s J. Whipple  
For the Union (International)

LOCAL NO. 148 ATTACHMENT NO. 8

LETTER OF AGREEMENT

DATE: 4-17-78

During the recently concluded negotiations, the Parties agreed to modify the retention and/or accumulation of Bargaining Unit seniority provided for in Paragraphs 707 and 708 to include Bargaining Unit employees leaving the Bargaining Unit to accept any other non-Bargaining Unit job in McDonnell Douglas Corporation.

This modification does not apply to employees who left and returned to the Bargaining Unit under prior collective bargaining agreements and are in the Bargaining Unit on 4-17-78 and subsequently remain in the Bargaining Unit.

Subject to the provisions of Paragraphs 707 and 708, this modification applies only to employees who are outside the Bargaining Unit on 4-17-78.

s/s R. S. Stelgerwalt  
For the Company

s/s M. M. Schmitter  
For the Union (Local)

s/s N. D. Ingebratsen  
For the Company

s/s J. Whipple  
For the Union (International)

LOCAL NO. 148 ATTACHMENT NO. 9

SPECIAL AGREEMENT

Date: 8/28/79  
Updated: 4/24/95

This Agreement will confirm the understanding reached between the Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, acting through its Local 148, regarding the location which the Company has established at 2220 East Carson Street, Long Beach, California.

1. The Bargaining Unit Agreement, dated 17 April 1978, between the UAW and the company will be applicable (except as hereinafter stated) to those employees assigned to or employed at 2220 East Carson Street, Long Beach, California, whose work functions, if performed at the Long Beach facility, would be represented by UAW Local No. 148; provided, however, that this extension of recognition shall not apply to janitorial services employees, employees performing air conditioning refrigeration/heating and ventilating maintenance, plumbing maintenance or mechanical maintenance functions, and employees performing window washing, landscaping services and parking lot sweeping functions.
2. With respect to Article IV, Section 3, the Union shall be entitled to representation as specified in Section 3(b) in the departments in which UAW Bargaining Unit employees are assigned at such location. They shall have the rights set forth in Section 3(c), where applicable, and the duties set forth in Section 3(d) of Article IV. The Union may appoint an Alternate for such District Stewards pursuant to Article IV, Section 1(b).
3. With respect to Article IV, Section 4 at such location, only one (1) Bargaining Committeeperson on each shift on each day shall be permitted to exercise the rights and duties set forth therein without loss of pay. Additional Bargaining Committeepersons may function at such location in accordance with Article IV, Section 4, but will not be paid by the Company for such periods while so engaged.
4. Notwithstanding any provisions in Article IV, it is understood that the Company will not pay for any time a Union representative spends in traveling between the Long Beach facility and Carson Street location, except when a District Steward acting under the provisions of Article IV, Section 3(c)(4) attends a Second Step hearing which the parties have agreed to hold at the Long Beach facility. Union representatives who are entitled to function with respect to this Carson Street location without loss of pay and who travel between the Long Beach facility and this Carson Street location shall clock out and in and be paid only for clocked in time in accordance with usual rules.

**LOCAL NO. 148 ATTACHMENT NO. 9**

5. With respect to Article IV, Section 4(d), Second Step discussions of grievances arising at this Carson Street location shall be held at such location unless the parties agree to hold the discussions of a particular grievance(s) at the Long Beach facility. These meetings shall be held only as necessary to process grievances in accordance with Article VI, Section 3(a)(2)(A)(i).
6. With respect to Article VII, Section 8(c), "Shift Transfers," this reference shall be restricted to the location where the employee is employed.
7. Bargaining Unit employees transferred to this Carson Street location shall be transferred with full seniority rights and privileges and shall accumulate seniority there as though they had remained at the Long Beach facility except as modified herein.

**For the Company:**

**s/s B. F. Kunnecke**  
B. F. Kunnecke  
Manager  
Labor Relations-Long Beach

**s/s N. D. Ingebretsen**  
N. D. Ingebretsen  
Vice President  
Personnel-West  
McDonnell Douglas Corporation

**Date: 08-14-79**

**For the Union:**

**s/s B. Levi**  
B. Levi  
Chairman Bargaining Committee  
UAW Local 148

**s/s K. Bannon**  
K. Bannon  
International Vice President &  
Director, National Aerospace  
Department

**Date: 08-28-79**

LOCAL NO. 148 ATTACHMENT NO. 10

AGREEMENT

PREPAID DENTAL PLANS

DATE: 10-16-80

The Company agrees to negotiate with the Union the terms and conditions of Prepaid Dental Plans which are mutually agreeable to the Company and the Director of the Aerospace Department of the UAW at a cost which does not exceed the cost of the dental plan benefits as described in Appendix K, Dental Plan. Such Prepaid Dental Plans will be implemented not later than the first day of the month following 90 calendar days subsequent to such agreement.

s/s N. D. Ingebretsen  
For the Company

s/s R. Malerus  
For the Union



LOCAL NO. 148 ATTACHMENT NO. 21

AGREEMENT

HEALTH MAINTENANCE ORGANIZATIONS (HMO)

DATE: 10-16-80

1. The Company agrees to make arrangements for employees, retirees and eligible surviving spouses of employees and retirees to be afforded the option to subscribe for health care services for themselves and their eligible dependents, under qualified Health Maintenance Organizations which are mutually agreed to by the Company and the Director of the Aerospace Department of the UAW, instead of the health care expense benefits as described in Appendix I, Group Insurance Plan. The extent of such HMO health care services and the cost thereof will be comparable to the health care expense benefits as described in Appendix I, will include vision and hearing care, and will be mutually agreeable to the aforesaid parties.
2. Such HMO's must be approved by the Federal Department of Health and Human Services pursuant to the amended regulations of the HMO Act of 1973.
3. The agreed upon HMO's will be implemented no later than the first day of the month following 90 calendar days subsequent to such agreement. An enrollment period of 30 calendar days will be provided prior to the implementation date and subsequent annual effective dates.
4. The Company will make enrollment cards, appropriate information, mailings and bulletin board announcements available to employees. This information will include the dates of the open enrollment period, the effective date of coverage and a comparison of benefits between the HMO's and Appendix I.

s/s N. D. Jorgensen  
For the Company

s/s R. Malerus  
For the Union

LOCAL NO. 148 ATTACHMENT NO. 11

SPECIAL AGREEMENT

Date: 6/25/87  
Updated: 4/24/95

This Agreement will confirm the understanding reached between the Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, acting through its Local 148, regarding the location which the Company has established at 21000 South Normandie Avenue, Torrance, California. All references to Articles, Sections and sub-sections are in the printed agreement effective 10 October 1983 through 12 October 1986.

1. The Bargaining Unit Agreement implemented 8 December 1986 and 2 March 1987, between the UAW and the Company will be applicable (except as hereinafter stated) to those employees assigned to or employed at 21000 South Normandie Avenue, Torrance, California, whose work functions, if performed at the Long Beach facility of the Douglas Aircraft Company, would be represented by UAW Local No. 148; provided, however, that this extension of recognition shall not apply to janitorial services employees, employees performing air conditioning/refrigeration/heating and ventilation maintenance, plumbing maintenance, or mechanical maintenance functions, and employees performing window washing, landscaping services and parking lot sweeping functions.
2. With respect to Article IV, Section 3, the Union shall be entitled to representation as specified in Section 3(b) in the departments in which UAW Bargaining Unit employees are assigned at such location. They shall have the rights set forth in Section 3(c), where applicable, and the duties set forth in Section 3(d) of Article IV. The Union may appoint an Alternate for such District Stewards pursuant to Article IV, Section 1(b).
3. With respect to Article IV, Section 4 at such location, only one (1) Bargaining Committee person on each shift on each day shall be permitted to exercise the rights and duties set forth therein without loss of pay. Additional Bargaining Committee persons may function at such location in accordance with Article IV, Section 4, but will not be paid by the Company for such periods while so engaged.
4. Notwithstanding any provision in Article IV, it is understood that the Company will not pay for any time a Union representative spends in traveling between the Long Beach facility and Torrance location, except when a District Steward acting under the provisions of Article IV, Section 3(c)4 attends a Second Step hearing which the parties have agreed to hold at the Long Beach facility. Union representatives who are entitled to function with respect to this Torrance location without loss of pay and who travel between the Long Beach facility and this Torrance location shall clock out and in and be paid only for clocked in time in accordance with usual rules.

**LOCAL NO. 148 ATTACHMENT NO. 12**

5. With respect to Article IV, Section 4(d), Second Step discussions of grievances arising at this Torrance location shall be held at such location unless the parties agree to hold the discussions of a particular grievance(s) at the Long Beach facility. These meetings shall be held only as necessary to process grievances in accordance with Article VI section 4(a)(2)(A)(i).
6. With respect to Article VII, Section 8(c), "Shift Transfers", this reference shall be restricted to the location where the employee is employed.
7. Bargaining Unit employees transferred to this Torrance location shall be transferred with full seniority rights and privileges and shall accumulate seniority there as though they had remained at the Long Beach facility except as modified herein.

**FOR THE COMPANY:**

**FOR THE UNION:**

**s/s R. H. Donnelly**  
For the Company

**s/s Joyce Mills**  
For the Union

**s/s Lorne R. Saffert**  
For the Company

**DATE: 6/25/87**

LOCAL NO. 148 ATTACHMENT NO. 13

DATE: 12-11-87

Should it be necessary to arbitrate any grievance that arises during the period of this Agreement, the arbitration shall be before an arbitrator selected from a panel of five (5) arbitrators. This panel of five (5) shall be established by mutual agreement within fifteen (15) days following ratification of this Agreement. On the anniversary date of the ratification each party may replace one member of the panel. In the event the parties are unable to agree upon any or all of the five (5) arbitrators, any position not filled by mutual agreement shall be filled by securing from the Los Angeles office of the American Arbitration Association a list of nine (9) arbitrators who shall be members of the National Academy of Arbitrators and reside in the Los Angeles area. Each party shall then strike in order from the list of arbitrators provided by the American Arbitration Association until there remain the number of arbitrators necessary fully to establish the panel of five (5) arbitrators. The party striking first shall be determined by lot. Throughout the term of this Agreement the parties may by mutual agreement supplement or replace any arbitrator on the panel. In the event the parties are unable to agree upon an ad hoc arbitrator, an arbitrator from said panel shall be selected by lot.

s/s R. H. Donnelly  
For The Company

s/s J. Salazar  
For The Union

s/s A. W. Appleby  
For The Company

s/s L. A. Miller  
For The Union

LOCAL NO. 148 ATTACHMENT NO. 14

LETTER OF AGREEMENT

WORK ASSIGNMENT FLEXIBILITY (WAF)

Date: 4/24/95

It has been agreed between the Company and Local 148 of the UAW that the following understandings have been reached regarding WAF:

1. An employee including Leads, may be assigned to work in other classifications at such times as there may be a shortage of work in the employee's classifications, or an excessive amount of work in other classifications. Management will notify the appropriate District Steward and copy the Seniority Committee in advance of the assignment.
2. An employee may be assigned to lower rated work for a maximum of 30 days with no pay reduction. At the end of 30 days, such assignment will be reviewed for seniority provisions.
3. An employee may be assigned to perform higher rated work for a maximum of 30 days. At the end of 30 days, such assignment will be reviewed for seniority provisions. Additionally, employees' pay rates will be reviewed for adjustment, if appropriate.
4. Assignment of employees pursuant to this Letter of Agreement takes precedence over promotions, recalls and transfers on file for such other work. If there are employees on recall for such other work, the Company will notify the Chairperson of the Bargaining Committee upon completion of the third week of assignment that up to an additional three weeks is necessary to complete the assignment due to a legitimate critical work need.
5. No temporary work assignments are to be made for disciplinary reasons under the terms of this Letter of Agreement.
6. If the union alleges improper application of this Letter of Agreement, the Chairperson of the Bargaining Committee, the Regional Director, UAW Region 5, or designee, the Director/General Manager-Labor Relations or designee, and a senior member of management will meet and attempt to resolve the union's complaint.

LOCAL NO. 148 ATTACHMENT NO. 14

7. No employee will be excessed from the UAW bargaining unit via the layoff provisions of Article VII as a result of the implementation of this Letter of Agreement.

s/s Dan Craig  
For the Company

s/s John A. Rice  
For the Union

s/s A. W. Appleby  
For the Company

s/s Don Howser  
For the Union

**LOCAL NO. 148 ATTACHMENT NO. 15**

**LETTER OF AGREEMENT**

**NEW EMPLOYEE ORIENTATION**

Date: 4 November 1991

Updated: 4/24/95

The Company and Union agree to make available a time segment at the end of its current new employee orientation program for a UAW video presentation that will include remarks limited to the Vice President-Director, UAW Aerospace Department; the Director, UAW Region 5; the President - UAW Local 148, and the Chairperson of the Bargaining Committee, UAW Local 148. This video presentation will be mutually agreed to by the Company and the Union.

s/s Dan Crnk

For the Company

s/s John A. Rice

For the Union

s/s A. W. Appleby

For the Company

s/s Don Howser

For the Union

**LOCAL NO. 143 ATTACHMENT NO. 16**

**LETTER OF AGREEMENT**

**CHILD CARE FACILITIES**

**Date: 4 November 1991**

A joint Union-Management study committee, as outlined in the 1980 negotiations has analyzed the need for the availability of adequate child care facilities within the communities surrounding our plant. The joint study committee determined that child care necessities are prevalent among our workforce. With this in mind, extensive research was conducted in the community to determine if a DAC facility was feasible. It was determined by the joint study committee that such a facility was required; however, funding was not available. Several alternatives were recommended and developed. Those alternatives adopted by UAC include, but are not limited to, a Resource and Referral Directory Service and sick care programs.

During the 1991 negotiations, it was agreed that the joint UAW - DAC study committee (UAW appointees by Local Bargaining Committee Chairperson) would maintain and improve our Resource and Referral Directory Service while continuing to recognize the need for a facility for all DAC employees. DAC management shall discuss financial feasibility of pursuing a DAC child care facility with the UAW Aerospace Department Director. When financial feasibility is achieved, as determined by DAC management, DAC is committed to completing the original recommendation as noted above.

**s/s Ken Erikson**  
**For the Company**

**s/s Odessa Komer**  
**For the Union**



**LOCAL NO. 148 ATTACHMENT NO. 17**

**LETTER OF AGREEMENT**

**VOLUNTARY POLITICAL CONTRIBUTIONS**

Date: 4 November 1991

Updated: 4/24/95

On this 14th day of October 1986, it is agreed between the Company and the International Union, that the following understandings have been reached in connection with the Union's request that the Company make deductions for Voluntary Political Contributions from the paychecks of Company employees represented by the Union.

1. The designated financial officer of each local Union will furnish to the local management for each employee for whom a deduction is to be made an authorization card signed by the employee containing the following information:
  - a. Name
  - b. Employee number
  - c. Department number
  - d. Component
  - e. Social Security number
  - f. Local Union Number
  - g. Amount to be deducted each month (either \$.25, \$.50, \$1.00 or other set dollar amounts per week)
  - h. Date of signature

Cards that cannot be processed will be returned to the designated financial officer of the local Union for correction.

2. The Company will make such authorized deductions from wages earned and issued during the third (3rd) pay period of the month and will continue the deductions each month while such authorization is in effect.
3. In the event, a deduction cannot be made in the third (3rd) pay period of any month for whatever reason (no earnings for example) such deduction will not be carried forward to any succeeding pay period.
4. The Company will issue a single check payable to the UAW V-CAP, care of the International Union, for deductions made in the preceding month minus monthly administrative fees. The UAW represents that UAW V-CAP is an organization which is in full compliance with the Federal Election Campaign Act. Overpayment to the Union resulting from cancelled employee authorizations will be recovered in a subsequent period.

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5. A computer generated, machine readable (where possible) listing will be forwarded to the local Union Financial Secretary which will indicate name, department number, employee number, payroll location code, local union number, full social security number, and the amount deducted for employees whose deductions are included in the check.
6. The Union will pay the Company only for all actual costs associated with any changes or modifications to the existing automated systems that have been established to administer this Letter of Agreement. The Union and the Company must agree on these costs prior to the implementation. A separate billing will be made for these modification charges.
7. Employees who wish to cancel their authorizations for payroll deductions will sign a card supplied by the Union for that purpose. Refunds will be the responsibility of the local Union.
8. The designated financial officer of the local Union will collect and forward to local management as one transmittal all signed authorization cards and cancellation cards for the initial processing and for each subsequent monthly period.
9. An authorization card will be considered cancelled at time of employment termination for any reason (e.g., quit, layoff, etc.) or when an employee transfers to a job not covered by the labor Agreement. An employee hired, rehired or reinstated will be offered the opportunity to sign a new authorization card.
10. The Union will indemnify and hold harmless the Corporation from any and all liability or claims arising from administrative error resulting from the deductions provided for in this agreement.

s/s Ken Eriksen  
For The Company

s/s Odessa Komer  
For The Union

**LOCAL NO. 148 ATTACHMENT NO. 18**

**LETTER OF UNDERSTANDING**

**TESTING**

Date: 4 November 1991

In the application of Article VII, Section 3, this letter will confirm the understanding reached between the Company and the Union during the negotiations of the 1991 Collective Bargaining Agreement that, in order to determine an employee's qualifications for promotion to Inspection classifications, blueprint tests may be administered prior to promotion.

In addition, blueprint testing and other planning classes will be administered prior to promotion to the SZU Planner classification.

**s/s Dick Donnelly**  
For The Company

**s/s Jesse Salazar**  
For The Union

**s/s Cheryl Bradshaw**  
For The Union

LOCAL NO. 148 ATTACHMENT NO. 12

LETTER OF AGREEMENT

MEDIATION IN STEP FOUR OF GRIEVANCE  
AND ARBITRATION PROCEDURE

Date: 4 November 1991

During the course of negotiations the parties agreed to amend Article VI, Section 5 (a)(2) so as to allow mediation in Step Four of the Grievance and Arbitration procedure.

The primary effort of the mediator is to assist the parties in settling grievances in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with mediation, including private conferences with only one party. If settlement is not possible, the mediator will provide the parties with an immediate opinion, based upon the collective Bargaining Agreement, as to how the mediator believes the grievance would be decided if it were arbitrated. This opinion shall not be final and binding, but shall be advisory only. It is to be delivered orally and to be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion shall be used as a basis for further settlement discussions or for withdrawal or granting of the grievance. If the matter is arbitrated, the mediator shall not serve as the arbitrator and nothing said or done by the parties or the mediator during the mediation can be used by any party during arbitration. Neither attorneys nor court reporters shall be allowed to be present at the mediation proceeding.

Mediators selected to participate in these proceedings shall have had experience as arbitrators. The parties shall mutually select a panel of four (4) mediators. The parties may add to this panel or make substitutions by mutual agreement. If the parties are unable to reach agreement with regard to any member of the initial panel, the parties shall ask the Los Angeles office of the Association to provide them with a list of seven (7) arbitrators who are residents in the Los Angeles area, who are members of the National Academy of Arbitrators, and who have had mediation experience. From the list of seven (7), each party shall have the right to strike in order until there remain the number necessary to fill the panel. The party to strike first shall be determined by lot.

Selection of a mediator from the panel shall be by mutual agreement, if possible. Otherwise, selection shall be by lot, provided that the person selected shall be available for hearings in a reasonable period of time; but in no event not more than forty-five (45) days following selection. The mediation sessions shall be held at the facility and each party shall bear one-half of the fees and expenses of the mediator.

**LOCAL NO. 149 ATTACHMENT NO. 12**

This mediation procedure may also be made applicable by mutual agreement with regard to other disputes affecting the parties.

**s/s Dick Donnelly**  
For The Company

**s/s Jesse Salazar**  
For The Union

**s/s Cheryl Bradshaw**  
For The Union

**LOCAL NO. 148 ATTACHMENT NO. 20**

**LETTER OF AGREEMENT**

**5 HOUR SHIFTS - SATURDAY AND SUNDAY OVERTIME**

Date: 4 November 1991

During the course of the 1991 negotiations, the parties agreed that the intent and practice of the Letter of Agreement, 61-A dated March 7, 1988, regarding overtime shifts, shall remain in full force and effect during the term of the 1991 Collective Bargaining Agreement.

s/s Dick Donnelly  
For the Company

s/s Jesse Salazar  
For the Union

s/s Cheryl Bradshaw  
For the Union

**LOCAL NO. 148 ATTACHMENT NO. 21**

**LETTER OF AGREEMENT**

**GUIDELINES FOR LEAD/TEAM LEADER SELECTION**

Date: 4 November 1991

Updated: 4/24/95

This Attachment describes the Company/Union Method to be used for the Lead selection process.

The intent of this Attachment is to clarify the basic guidelines, as outlined in the referenced Lead selections of the Company/Union Agreement. Those paragraphs requiring further instruction/detail are listed below:

- I. Qualifications for Lead applicants are described as follows:
  - A. Applicant must be at the top of the rate within their classification.
  - B. Applicant must pass a technical proficiency evaluation that has been established by the parties.
    1. Blueprints
    2. Basic certifications
    3. Skills
  - C. The applicant's qualifications shall be assessed by a Committee comprised of two (2) management representatives and two (2) union represented employees. Qualifications include:
    1. Requirements and responsibilities
    2. Review of technical proficiency evaluation
    3. Commitment
    4. Attendance
- II. In accordance with Paragraph 799J, the exceptions include, but are not limited to:
  - A. Exceptions:
    1. Department, shift or other employee requested transfer
    2. Reclassification
    3. RAAs assignment
    4. Out of plant assignment
    5. Leaves

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**III. Work Group/Lead Group will be defined as:**

- A. A group of employees not to exceed twenty-five (25).

**IV. In accordance with Paragraph 799K, Supervisors responsibilities are:**

- A. Meetings: Set date, time and place to meet with the employees and the District Steward or other Union representatives to discuss the following:

1. Roles
2. Responsibilities
3. Expectations
4. Lead job description
5. Paragraph 799N
6. Lead pool given (24) hours to consider position
7. Most senior qualified applicant to accept will be selected to the position.

**B. Lead Job Description:**

This work assignment requires assigning tasks, directing and instructing employees in the performance of work operations in factory, office, laboratory, or field operations, after specific delegation from supervision to lead an assigned group of not more than 25 employees, being responsible for the workmanship, quality and performance of the group and performing any work operations of the group.

Normally works from established department and Company procedures, engineering drawings and specifications, planning paper, and direct instructions from supervision.

Performs such typical operations as transmitting management's orders, assigning, checking, directing, guiding, instruction and interpreting in order to attain the most effective utilization of employee skills, time, materials, tooling and equipment.

- C. Lead Roles and Responsibilities in conjunction with the Lead Job description may also include, but are not limited to the following:



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1. Meets with Team, assigns jobs and, if required assigns alternate job assignments.
2. Assist/train Team members as required.
3. Report to supervisor any constraints to work plan and non-conformities.
4. Lead and Team will be responsible for housekeeping.
5. Responsible for performing any work operations of the group.
6. Review inter-shift log notes.
7. Make sure the Team is aware of established safety practices.

s/s A. W. Appleby  
For The Company

s/s John A. Rice  
For the Union

s/s Dan Craig  
For The Company

s/s Don Howser  
For the Union

LOCAL NO. 148 ATTACHMENT NO. 22

LETTER OF AGREEMENT

UAW/MDC INTRA-CORPORATION COUNCIL MEETINGS WITH  
LABOR RELATIONS

Date: 4 November 1991

Updated: 4/24/95

The UAW-McDonnell Douglas Intra-Corporate Council invites their Labor Relations partners to meet with the Council within six (6) months after the conclusion of the 1995 negotiations and each six (6) months thereafter for the purpose of reviewing the results of the 1995 negotiations and attempting to mutually resolve any problems arising from interpretation or application of the collective bargaining agreement.

Each party shall submit their respective agendas to the other party at least six (6) weeks prior to any such meeting to allow and encourage complete preparation and active participation.

The purpose of this invitation is to try to avoid misunderstandings that have developed in the past by discussing both positive and negative items that develop during contract administration. The parties agree that these periodic meetings are not considered re-openers.

s/s Ken Erickson  
For the Company

s/s Roy O. Wyse  
For the Union

s/s L. C. Ricks  
For The Company

LOCAL NO. 143 ATTACHMENT NO. 23

LETTER OF AGREEMENT

JOINT COMPANY/UNION TRAINING OF CONTRACT LANGUAGE CHANGES

Date: 4/11/91

Renewed: 5/1/06

During local non-economic negotiations, the Company/Union negotiating team agreed to jointly develop a training manual within thirty (30) calendar days of ratification of the Agreement and to thereafter commence training of local union representatives, Human Resources Representatives and Company supervision and management on the content and meaning of the changes made to the local agreement. Changes made to the National Agreement Provisions, if any, must be approved by the International Aerospace Dept.

The parties believe that only the negotiating team who were negotiators of the contract language changes should explain and interpret such changes to the rest of the Union and management that were not a part of making those changes. If video is utilized, the Union and Company agree to make such cassettes available for training new stewards and supervisors during the life of the agreement.

  
For The Company

  
For The Union

  
For The Company

LOCAL NO. 148 ATTACHMENT NO. 24

UAW HEALTH & SAFETY REPRESENTATIVES

Date: 5/1/00

- I. The UAW Health and Safety Representatives will work closely with the facility Health and Safety staff. It is the Company and Union's expectation that upon assignment each Representative will be required to hold and/or pursue an accredited certificate (agreed to by the Director, Region 5 and the Company's Department of Safety, Health and Environmental Affairs) in Safety and/or Health from an approved college or university (see 2. (b) below). Representatives shall be paid at their regular rate of pay. These representatives will serve as a focal point for the UAW on all matters of health and safety - and will at a minimum:
  - (a) Meet not less than monthly with the Safety and Environmental Health organization to discuss the overall health and safety program, in addition to the normal day-to-day working relationship.
  - (b) Participate in regulatory audits, appeals and walk throughs.
  - (c) Consult with any worker about health and safety concerns.
  - (d) Have access to information such as: OSHA 200 Log, OSHA Form 101 or equivalent, accident report forms, industrial hygiene monitoring and chemical exposure data, Material Safety Data Sheets, accident reports, trend data on work related accidents, injuries and illnesses. This information will be provided in a reasonable time period.
  - (e) Review layout changes that may affect health and safety, machine modifications, and new equipment and machinery to insure that appropriate health and safety considerations have been addressed.
  - (f) Conduct regular inspections, documenting deficiencies and following up on corrective action.
  - (g) Provide input in developing and evaluating programs such as Fall Prevention, Noise Abatement, Ergonomics, Toxic Material Reduction, Preventive Maintenance, Lockout, Powered Industrial Vehicle Safety, etc.
  - (h) Review new standards and regulations and recommend appropriate changes in the work environment and plant procedures.
  - (i) Monitor compliance with Government standards.

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- (j) Take an active role in reviewing, recommending and presenting local safety education and information programs and employee job-related safety training (e.g., hazard communication, lockout, confined space, new employee orientation, etc.).
  - (k) Investigate worker concerns, accidents, injuries and near misses and meet with appropriate management for resolution and necessary follow-up.
  - (l) Meet quarterly with the Site Manager and Bargaining Committee Chairperson regarding the health and safety program.
2. During the 2000 negotiations, the parties agreed to mutually develop a quality safety training program that will encompass such training and skills development for UAW Safety Representatives as follows:
- (a) Specific training in areas such as Fall Protection, Industrial Hygiene Fundamentals, Toxicology and Occupational Health, Machine Guarding, Noise, Ergonomics, and Powered Industrial Vehicle Safety will be provided.
  - (b) There are also certificate courses which are offered by California State University Los Angeles (10 week course) and California State University Dominguez Hills (16 week course) which are eligible for tuition and book reimbursement. Safety Representatives will be given required time off, with pay, to attend classes.
  - (c) The Safety Department will inform the UAW Safety Representatives of the numerous specific safety seminars that are offered in the greater Los Angeles area that are beneficial.
  - (d) Guest speakers from other professional associations such as AIA, ANSE, etc. will be brought in to share their expertise on topic-specific issues, where warranted.

In addition, the parties have agreed on a goal to train all employees in basic safety awareness during the term of the Agreement, plus provide additional training for Union Stewards.

- 3. The Company will establish an ergonomics program that meets the requirements of the California Division of Occupational Safety and Health.
- 4. The parties recognize that knowledge of health and safety hazards, good communication and prompt action are fundamental to the success of this program. Managers and union committee persons will be trained in health and safety and problem solving methods. The Company will encourage employees to communicate concerns to their management who have both the authority and responsibility to implement changes.

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The Union Health and Safety Representatives will notify line management and Health and Safety of discrepancies and hazards found. The Representatives have authority to immediately recommend to both first line management and Health and Safety that operations be shutdown in the event of imminent danger to employees.


Employees will have the right to discuss health and safety issues with their supervisor and may request the assistance of the Union Health and Safety Representative. If the issue cannot be resolved with the supervisor, the Representative will discuss the issue with the Safety and Health Department and, if necessary, the employee can utilize the Safety Report process described in Article XVI, Section 4.

5. The Company will provide the Union with additional, appropriate Health and Safety information on request. The Company agrees to notify the union members of the Plant Health and Safety Representatives of incidents such as serious injuries, hazardous chemical spills and fires. This shall include, but not be limited to all OSHA 200 Log recordable cases. In addition, on request, the International Union representatives will be permitted to visit Company plants, at mutually agreed upon times, in connection with specific health and safety problems.
6. It is the intent of the parties to encourage each operating division to form local Safety Awareness Teams. These local Safety Awareness Teams will function in an advisory capacity in support of divisional safety programs and initiatives. Health and Safety Representatives will be able to attend and contribute to Safety Awareness Team meetings.
7. Upon written request of the employee's personal physician, accompanied by a release signed by the employee, the Company will provide results of medical surveillance examinations to the employee's physician. The Company will also provide education and training sufficient to familiarize employees with the potential hazards associated with their jobs.
8. The Company will provide all employees:
  - (a) Prompt access to their medical and related exposure records.
  - (b) Access to adequate medical and/or nurse services, either provided directly by the Company or indirectly through a contracted outside medical clinic(s), for all shifts, including emergency medical treatment and regular surveillance exams. An Automated External Defibrillator (AED) will be made available at the Long Beach facility and other locations where it would increase success rates of CPR calls.
  - (c) Education and training sufficient to familiarize employees with the potential hazards associated with their job.

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- (d) Monthly meetings during which safety awareness and training will be emphasized and documented. This safety meeting will be in addition to regularly scheduled safety, health and environmental training classes.
- (e) A work environment that at a minimum meets the permissible exposure limits (PEL's) that have been established by the California Division of Occupational Safety and Health.
- (f) A variety of choices when selecting personal protective equipment, where appropriate.
- (g) A commitment to implementing hazardous control by elimination, substitution, or engineering controls, in lieu of personal protective devices, whenever possible.

  
\_\_\_\_\_  
For the Company

  
\_\_\_\_\_  
For the Union

LOCAL NO. 148 ATTACHMENT NO. 25

GUIDELINES FOR OVERTIME EQUALIZATION

Date: 4/24/95

Update: 5/1/00

In order to properly administer equalization of overtime and to assure compliance with the company/UAW Agreement, these guidelines have been developed as a result of understandings reached between the Company and the Union. Article XIV, Section 3(c), is the controlling paragraph, and these guidelines represent an interpretation of that paragraph.

1. Supervision shall maintain the Automated Overtime Equalization System which includes the Overtime Equalization List in the following manner.

- a. Employees and the lead of a classification on a shift in a department shall be listed on the Overtime Equalization List. The List may be by lead group or work group. Leads may also be required to work outside their Overtime Equalization List for administrative purposes up to one (1) hour per day, and such work shall not be charged for equalization purposes. District Stewards may also work under paragraph 456 of the CBA and such work shall not be considered as equalized.

2. Selection of employees for overtime.

- a. Overtime shall be offered first to the employees and their lead assigned to the job in the following manner:
  - Whenever overtime involves a specific job that is to be continued past the end of a shift, priority or emergency work, or requires special knowledge or skill, selection will be made from the Overtime Equalization List to meet these requirements. Any resulting disparity will be offset in accordance with the maintenance provisions of these guidelines.
  - If the employee refuses the overtime, for the purposes of equalization, the employee shall be considered as having worked and the next employee with the fewest overtime hours, if practicable, shall be considered.
  - It is understood that employees on an Equalization List who are temporarily assigned to training (i.e., re-certification) are still to be considered for overtime opportunities on their home List.
  - If an employee was absent when overtime was offered and subsequently returns to work or contacts (calls) the supervisor prior to the overtime being worked, the employee may be considered for such overtime opportunity. The Steward will be notified prior to the overtime being worked.



- Members of the Seniority Committee shall be equalized with their team.
  - Members of the Safety Committee, Benefits Representatives, Leave of Absence Representatives, Gainsharing Representatives, and Employee Involvement Representatives will not be considered for overtime on their "home" Overtime Equalization List; and will not have the right to either pre, post, holiday or weekend overtime in their home department. However, if the home department has additional requirements after exhausting their List, such members and representatives who are assigned to that department may be asked to work. The failure of the department to solicit such members and representatives under these circumstances does not constitute a violation of the overtime agreement.
  - Supervision cannot disqualify an employee from Overtime.
  - Thereafter, employees and their lead in the same department, shift and classification shall be considered in the same manner and will have the hours credited on their home list.
  - Employees on a WAF assignment to an equalization group will not be considered for overtime until all employees in the classification, on the shift, and in the department have first been offered the overtime.
- b. Additions and Deletions to the Overtime Equalization List.
- Any employee permanently assigned, or OL, or on WAF to a work group shall be added to that group's Overtime Equalization List on the effective date of assignment and noted on that list. Employees on Permanent assignment shall be removed from the previous Overtime Equalization List effective the date of such assignment. New hires, recalled employees, permanent transfers, loan ins, RAM's, WAF's, promotions, upgrades, downgrades and displacements into a classification are to be placed on the Overtime Equalization List, and shall be credited with having worked the average number of hours for the group.
  - When an employee is OL or WAF'd from or to an Overtime Equalization List or transferred from or to an Overtime Equalization List, the effective date shall be so noted on the home List.
- c. Maintenance of the Overtime Equalization List.

Only the following codes shall be used:

A - ABSENT  
 INI - INITIALIZED  
 LOA - LEAVE OF ABSENCE  
 NA - NO ANSWER WHEN TELEPHONING

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OFS - OFF SITE

OL - ON LOAN STATUS

P - PRESENT (but not asked during regular workweek)

R - REFUSED

V - VACATION

W - WORKED (accepted the opportunity to work)

WAF - WORK ASSIGNMENT FLEXIBILITY

- d. A code letter must be added so as to indicate overtime has been offered in accordance with this guideline.
- When the overtime is coded OFS, OL, or WAF on the home Overtime Equalization List, the employee is not to be credited with hours worked. When coded with W, R, or NA the employee is to be credited with the hours worked or offered. When coded with a P the employee is to be credited with zero ("0") hours. No employee can be credited more hours than the maximum number of hours worked on his or her Equalization List.
  - When an employee OL or WAF is returned to his/her home Overtime Equalization List, all the hours credited while OL or WAF are to be credited on the home Overtime Equalization List effective the week of return. It is management's responsibility to administer, communicate, and better manage the process in order to assure an employee does not fall out-of-compliance with regard to the 44 hour spread on the home list while OL/WAF status.
  - Employees who are absent for any reason, except leave of absence, will be considered for overtime opportunities as if they were at work. If the employee would have been offered overtime in accordance with these guidelines, paragraph 2 a (i) and 2 a (ii), then the employee will be credited with the minimum amount of hours offered and subsequently worked. If the employee would not have been offered overtime then the employee will not be credited with any hours. If it is unclear whether the overtime would have been offered or not, it will be assumed the work would not have been offered. If there is 100% overtime being offered in the group the absent employee(s) will be charged. If the absent employee(s) has lower credited hours than an employee in the group who worked and every employee in the group with lower credited hours than the absent employee(s) was offered overtime, the absent employee will be credited.
  - An employee on any authorized formal leave of absence, offsits (OFS) or otherwise absent five (5) or more consecutive days in a workweek will be credited with the average hours of overtime each week until the employee returns to work. Partial week absences will be treated in accordance with the 2-(c) (c) of this guideline.

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- If an employee is on an authorized TLO he/she is NOT to be charged for overtime opportunities that occur in the work group while the employee (s) are on TLO.
- When employees are on a RAMs field assignment the Overtime Equalization rules do not apply. Upon completion of assignment they are to be equalized in the department assigned per paragraph 2i b) 1).
- The variance between the most number of hours credited by an employee and the least number of hours credited by an employee on an Overtime Equalization List is not to exceed forty-four (44) hours. Any variance greater than forty-four (44) hours is to be corrected as soon as possible, and reviewed quarterly with the Steward and appropriate Director. Any employee out of variance by more than forty-four (44) hours on the Sunday preceding December 15 or on December 15, if it falls on a Sunday, will be paid at straight time wages for all hours in excess of the forty-four (44) hour variance. All credited hours for an Overtime Equalization List will be reduced to zero on the Monday following the Sunday preceding December 15 or December 16.
- Any employee who is permanently transferred at the request of the Company, between November 15 and the date noted in paragraph (ix) above, and is out of variance by more than forty-four (44) hours on the effective transfer date will be paid at straight time wages for all hours in excess of the forty-four (44) hour variance. Such employee is not eligible for review from old list on the Sunday preceding December 15 or December 15, if it falls on a Sunday.
- Emergency Overtime (Call In): Supervision is to maintain an accurate telephone list (including area codes) of all employees, should it be necessary to contact employees at their homes to offer emergency overtime. It is the employee's responsibility to notify supervision of any phone number changes. It is recommended that such telephone calls be witnessed by a Union Representative or other Bargaining Unit employee.

**3. General:**

- a. The supervisor and Steward should review the Overtime Equalization List prior to overtime being worked for the purpose of resolving any disputes that may arise in advance of the overtime period.
- b. not be unilaterally changed by Supervision.
- c. Supervision will post all Overtime Equalization Lists in all affected work areas.

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- d. Overtime shall never be used as a disciplinary tool.
- e. Employees and the Steward have a contractual right to review and discuss the List on which their names' appear. A copy of the Overtime Equalization List will be given to the Steward upon request.
- f. Supervision will not work any employee from one Overtime List to perform work of another Overtime List without offering or working all employees from the overtime list where the work is performed.
- g. An employee selected for transfer who is out of sync with the forty-four (44) hour variance may request the area Bargaining Committee person and Director to review the selection for transfer in order to ensure that the selection does not violate the spirit of this Attachment.
- h. When assigning work that is common to more than one shift, the parties agree that on weekends and holidays where overtime assignments fall within the normal hours of a shift, employees normally assigned to the work on that shift will be offered such overtime assignments. (However, this does not preclude weekend shift hours to be moved up or back when 2 or more shifts are required to work).

4. Overtime Definitions:

- a. Assigned to the job:
  - Those employees in an equalization group in a department, and on the shift or properly loaned, or on WAF, to the equalization group.
- b. On the Shift:
  - The first, second and third shifts established by the Company (in accordance with Article XIV) including all overtime periods assigned to such shifts. The Company is not required to equalize overtime among shifts or between equalization groups. However, with regard to second and third shift employees, they shall be considered for overtime on their shifts.
- c. Work Groups:
  - A group of employees reporting to a supervisor where there is no lead assigned. The Bargaining Committee person can meet with the Director regarding any concern over work group assignments.

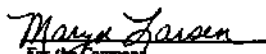
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d. Credited Hours:

- Credited hours are straight time equivalent hours. One hour at time and one half equals 1.5 hours credited time. One hour double time (7th day and Holiday) equals 2 hours credited time.

  
For the Company

  
For the Union

  
For the Company

  
For the Union

**LOCAL NO. 148 ATTACHMENT NO. 26**

**LETTER OF AGREEMENT**

**JOINT COMPANY/UNION HEALTH AND WELLNESS COMMITTEE**

**Date: 4 November 1991**

During the 1991 negotiations, the parties agreed that the health and wellness of our workforce is paramount in order to achieve a high quality of life which benefits the employee and the Company.

It is understood that MDC is committed to support opportunities for our workforce to reach and maintain a high level of health and wellness. The first step in reaching this objective is to educate and promote health awareness. The following are examples of what will be explored:

- Educational Seminars;
- Community Programs;
- Retiree Involvement.

The parties agree to establish a health and wellness committee, made up of members from the Company and Union, to periodically review opportunities available to the workforce. UAW appointees to be named by the Local Bargaining Committee Chairperson.

**s/s Ken Eriksen**  
For the Company

**s/s Odessa Komer**  
For the Union

**LOCAL NO. 148 ATTACHMENT NO. 27**

**LETTER OF AGREEMENT**

**RETIREES ENTERING PLANT TO ASSIST IN VOTER  
REGISTRATION DRIVES**

Date: 4 November 1991

Updated: 4/24/95

In the recent negotiations, the Company and the Union agreed to continue the practice of allowing Local 148 retirees to come into Company facilities to assist employees who wish to register to vote.

**s/ Ken Eckert**  
For the Company

**s/Odessa Komer**  
For the Union

LOCAL NO. 148 ATTACHMENT NO. 28

LETTER OF AGREEMENT

COMPANY/UNION DISCUSSION OF PENDING OUTSOURCING OF WORK OR  
INCOMING CONTRACT HIRES

Date: 4 November 1991

When an existing UAW work package in one of the aircraft program verticals is impacted by outgoing subcontracted work and/or incoming contract hires, the Company agrees to discuss such matters with the Chairperson of the Bargaining Committee or his/her designee. This discussion will be prior to the final decision being made. However, the Company reserves the right to make the decision.

s/s Ken Erikson  
For the Company

s/s Odessa Komer  
For the Union



LOCAL NO. 148 ATTACHMENT NO. 29

LETTER OF AGREEMENT


MAINTAINING ACTIVE EMPLOYMENT PENDING  
DISCIPLINARY INVESTIGATION

Date: 11/4/91  
Updated: 5/1/00

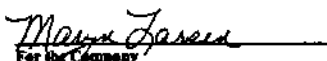
As a general guideline employees shall not be suspended pending disciplinary investigation except under very limited circumstances. These include instances when the employee's return to the job is judged a potential immediate threat to the security of operations, safety of other employees, supervision, and/or the employee. Specific examples would include sabotage, abnormal behavior, fighting, insubordination. In these instances the Company will investigate up to a maximum of ten (10) working days. This time frame can be extended by mutual agreement between the appropriate Human Resources Representative and Bargaining Committee person. In other cases, employees shall be returned to the job pending completion of the investigation and determination of the appropriate discipline. The employee should be advised their return to the job does not waive the possibility of disciplinary action.

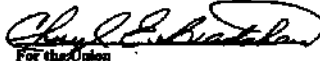
In the future the Company will investigate while the employee remains on the job. Examples of these cases include sleeping, employment application falsification, carelessness.

In those rare circumstances outside this guideline where suspension pending investigation is considered appropriate, prior concurrence from Human resources/Labor Relations management will be necessary.

  
For the Company

  
For the Union

  
For the Company

  
For the Union

**LOCAL NO. 148 ATTACHMENT NO. 30**

**LETTER OF AGREEMENT**

**JOINT COMPANY/UNION NEW AND CHANGING TECHNOLOGY COMMITTEE**

Date: 4 November 1991

It is agreed between the parties that a New and Changing Technology Committee will be established consisting of no more than three (3) Company representatives, and no more than three (3) Union representatives as determined by the Chairperson of the Bargaining Committee. The purpose of this committee will be to meet periodically to obtain and discuss advance information, when possible, on new and changing technology and its potential impact on the Bargaining Unit. Examples of issues which may be discussed include, but are not limited to, the following:

1. Training/retraining of employees impacted by new and changing technology.
2. Claims of erosion of the Bargaining Unit.
3. Recommended solutions to related problems.

The Company agrees that the introduction of new and changing technology will not be used for the purpose of eroding the Bargaining Unit. There will be no modifications of the Collective Bargaining Agreement without mutual agreement between the Company and Union.

s/s Ken Eriksen  
For the Company

s/s Odessa Komer  
For the Union

**LOCAL NO. 148 ATTACHMENT NO. 31**

**LETTER OF AGREEMENT**

**HEARING IMPAIRED EMPLOYEES**

Date: 4 November 1991

During the course of 1991 UAW/MDC Negotiations, both parties agree to reaffirm their commitment to ensuring that in light of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, that UAW employees that are Hearing Impaired will be provided those tools and processes necessary to contribute fully to the workforce.

These tools and processes will include but are not limited to:

Providing equipment such as:

- Telephone Display Devices (TDD's)
- Beehive phones
- Warning Lights
- Vibrating Pagers
- Interpreter Services
- Training

And, future accommodations as required and practicable.

s/s Ken Eriksen  
For the Company

s/s Odessa Komer  
For the Union

**LOCAL NO. 148 ATTACHMENT NO. 32**

**LETTER OF AGREEMENT**

**JOINT COMPANY/UNION COMMITTEE ON PREVENTION OF SEXUAL  
HARASSMENT IN THE WORKPLACE**

Date: 4 November 1991

During the course of 1991 negotiations the Company and Union (National, Regional and Local Representatives) agreed that they will not tolerate sexual harassment in the workplace. As such, within 90 days after the completion of these negotiations, responsible representatives from both the Company and Union will meet to establish a joint committee that will devote their collective energies to the following items:

- Identify participants in the investigation process concerning allegations of sexual harassment.
- Develop an effective method to communicate the parties commitment to a work environment free of sexual harassment.
- Develop joint awareness training module(s) for Company and Union participants.

The sub-committee agrees that these efforts will assist in maintaining an environment free of sexual harassment.

s/s Ken Ericksen  
For the Company

s/s Odessa Komer  
For the Union

**LOCAL NO. 148 ATTACHMENT NO. 33**

**LETTER OF AGREEMENT**

**JOINT COMPANY/UNION COMMITTEE ON PREVENTION OF CIVIL  
RIGHTS VIOLATIONS IN THE WORKPLACE**

**Date: 4 November 1991**

During the course of 1991 negotiations the Company and Union (National, Regional and Local Representatives) agreed that they will not tolerate Civil Rights Violation in the workplace. As such, within 90 days after the completion of these negotiations, responsible representatives from both the Company and the Union will meet to establish a joint committee that will devote their collective energies to the following items:

- Identify participants in the investigation process concerning allegations of civil rights violations.
- Develop an effective method to communicate the parties commitment to a work environment free of violation of their civil rights.
- Develop joint awareness training module(s) for Company and Union participants.

The sub-committee agrees that these efforts will assist in maintaining an environment free of discrimination.

**s/s Ken Erikson**  
**For the Company**

**s/s Odeeta Komer**  
**For the Union**

**LOCAL NO. 148 ATTACHMENT NO. 34**

**LETTER OF AGREEMENT**

**FAMILY LEAVE PROVISIONS**

Date: 4 November 1991

The UAW and the Company agreed during the 1991 Negotiations that a Family Leave will be granted equally to men and women, as an unpaid leave of absence for up to 12 weeks in a 24 month period, to care for a newborn child, adopted child or a seriously ill family member. This unpaid leave is intended to provide and accommodate those emergency family situations which temporarily disrupt an employee's work and family life. Evidence satisfactory to the Company must be furnished before any leave is granted. Emergency situations will be handled in accordance with current practice.

This Family Leave is separate from existing disability, military and personal leaves.

**Eligibility:**

- Employees who complete their Probationary Period as outlined in Article VII, Section 2, of the Collective Bargaining Agreement.
- Absences of five (5) or more consecutive workdays will require a leave of absence. Absences of four (4) days or less will be handled as either vacation or personal.
- Employees must provide written notice within a reasonable time prior to the requested effective date; where applicable, a certification from the health care provider may be required.

**Definitions:**

- In the case of a newborn and/or adopted child, the opportunity for an employee to take a family leave for other than serious illness shall expire at the end of the 6 month period beginning on the date of birth or placement involved.
- Seriously ill: A serious illness, injury, impairment or physical or mental condition which requires the constant personal attention of the employee.

Family member: Immediate family shall include those specified in Article XIV, Section 11.

- The effective date of such leave shall be the first day of the employee's absence from work for Family Leave. The Family Leave period may consist of one or more leave events, provided the total leave of absence does not exceed 12 weeks in a 24-month period.

**LOCAL NO. 148 ATTACHMENT NO. 34**

**Definitions:** (continued)

- Employees will accumulate seniority during leave status in accordance with Article VII, Section 2(a).

**Employee Provisions:**

During any leave under this program, the following benefits will continue to apply:

- a. Health care, including medical, dental, drug and vision.
- b. Basic Life and AD&D Insurance.
- c. Optional Life Insurance.
- d. Weekly disability and extended disability benefits.
- e. Survivor Income benefits.
- f. Retirement Income Plan credited service (excluding benefit service).

Employee contributions and premium payments will be the same as for active employees. However, employee and Company contributions to the Hourly West Employee Investment Plan will be discontinued during the leave period.

Effectivity shall be the first of the month following 30 days after the date that agreement is reached.

s/s Ken Eriksen  
For the Company

s/s Odessa Komer  
For the Union

**LOCAL NO. 148 ATTACHMENT NO. 35**

**LETTER OF AGREEMENT**

**UAW/DAC JOINT VENTURE AGREEMENT**

Date: 4 November 1991

The Union and the Company agree that a joint venture, patterned after the very successful relationship established between the United Aerospace Workers and the Douglas Aircraft Company at the Columbus, Ohio facility shall be developed at all UAW/DAC work sites.

The parties further agree that the Company and the National Aerospace Director will meet within 60 calendar days to form committees that will be responsible for the development and implementation of the programs negotiated between the parties during the recently concluded negotiations.

Each committee will submit its recommendation to the Company and the Union for review and final approval. All programs must have membership approval before implementation.

To reinforce commitments made during these negotiations, the parties agree to meet on a monthly basis to discuss the UAW/DAC Joint Venture and remove obstacles to its growth and success. These meetings shall include the Bargaining Committee, the President of Local 148, the UAW International, the Vice President of Human Resources and the Vice Presidents of Operations.

This Agreement is separate from and does not in any way modify the terms and conditions contained in the Collective Bargaining Agreement.

s/s Ken Eriksen  
For the Company

s/s Odessa Komer  
For the Union



LOCAL 148 ATTACHMENT NO. 36

LETTER OF AGREEMENT

ONE TIME ONLY RESTORATION OF SENIORITY

Date: 4/24/95  
Updated: 5/1/00

During the course of negotiations, the parties agreed that after ratification of the 2000 UAW Agreement, current employees, who have satisfied the probationary period, will have ninety (90) calendar days to request restoration of seniority (in accordance with Article VII) lost due to Article VII, Section 4(c), 4(e) and 4(k).

Employees granted restoration of seniority under this Agreement:

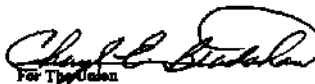
1. Shall not be entitled to exercise the seniority preferences granted by Article VII until such time as another job opening is available.
2. Who are laid off prior to restoration of seniority will be reinstated to the payroll provided the employee has sufficient seniority.
3. Shall have seniority restored one hundred and eighty (180) calendar days after the implementation of this Agreement.

The Company assumes no liability as a result of this Agreement.

  
For The Company

  
For The Union

  
For The Company

  
For The Union

**LOCAL 148 ATTACHMENT NO. 37**

**LETTER OF AGREEMENT**

**MEDIATION ATTENDEES**

Date: 4/24/95

During the 1995 negotiations, the parties agreed that the Local 148 President and the Director/General Manager - Labor Relations may attend mediation hearings for the purpose of observing the mediation process.

s/s A. W. Appleby  
For The Company

s/s John A. Rice  
For The Union

s/s Dan Craig  
For The Company

s/s Don Howser  
For The Union

**LOCAL 148 ATTACHMENT NO. 38**

**LETTER OF AGREEMENT**

**SHIFT TRANSFER DISQUALIFICATIONS**

Date: 4/24/95

During 1995 negotiations, the parties agreed to job combinations which will allow employees to gain various job skills and knowledge. We recognize that immediately subsequent to the job combinations, that some employees may not be able to perform all of the requirements of the combined classifications and that training and/or job rotations may be required. Should an employee be disqualified from exercising a shift change request during the first twelve (12) months after ratification, the supervisor, employee and steward will establish and implement a training plan intended to enhance the employee's skills and job knowledge so as to allow senior employees the ability to exercise their seniority.

s/s A. W. Appleby

For The Company

s/s John A. Rice

For The Union

s/s Dan Craig

For The Company

s/s Don Hower

For The Union

LOCAL 148 ATTACHMENT NO. 39

LETTER OF AGREEMENT

COMPANY-UNION GRIEVANCE PRIORITY

Date: 4/24/95

During the course of negotiations, the parties agreed to amend Article VI, Section 5 to allow Company-Union grievances to have priority over other grievances with regard to arbitration. In doing so, the parties agree that this change in grievance priority does not change the established and traditional rule of Company-Union grievances as provided in Article VI, Section 2 which is to provide a process for the Union to address those policy issues where the Union believes the Company has taken action which violates the Collective Bargaining Agreement.

s/s A. W. Appleby  
For The Company

s/s John A. Rice  
For The Union

s/s Dan Craig  
For The Company

s/s Don Howser  
For The Union

**LOCAL 149 ATTACHMENT NO. 49**

**LETTER OF AGREEMENT**

**EMPLOYEE NOTICE UPON LEAVING ENTRY STATUS**

Date: 4/24/95

During the course of the 1995 negotiations, the parties agreed that employees who are reclassified or promoted from an Entry Status position to another classification, at Company request, shall be notified that no placement rights to the classification from which being reclassified will exist. After receiving such notice, the employee's signature will be required on the reclassification or promotion Employee Status Change Notice (ESCN) verifying such notification.

s/s A. W. Appleby  
For The Company

s/s John A. Rice  
For The Union

s/s Dan Cruz  
For The Company

s/s Don Houser  
For The Union

LOCAL NO. 148 ATTACHMENT NO. 41

LETTER OF AGREEMENT

TYPE 2 GRIEVANCE SCHEDULING

Date: 4/24/95

In the application of Article VI, Section 4, the parties agree to the principle that the same commitment exists for scheduling Type 2 grievances that exists for Type 1 grievances. The Bargaining Committee person and the respective Human Resource Representative shall establish a mutually acceptable date and time for Type 2, Step 3 hearings.

s/s A. W. Appleby  
For The Company

s/s John A. Bire  
For The Union

s/s Dan Craig  
For The Company

s/s Don Howser  
For The Union

**LOCAL NO. 148 ATTACHMENT NO. 42**

**LETTER OF AGREEMENT**

**STANDARD START TIMES**

**Date: 4/24/95**

During the course of 1995 negotiations the parties identified the standard start times of shifts in Article XIV, Section 2. This letter confirms the agreement reached between the parties that Departments with current start times more than one (1) hour out of variance with the standard start times, as of 3/1/95, shall be allowed to continue to operate with the current start times throughout the life of this Agreement.

**s/s A. W. Appleby**  
For The Company

**s/s John A. Rice**  
For The Union

**s/s Dan Creig**  
For The Company

**s/s Don Howzer**  
For The Union

**LOCAL NO. 148 ATTACHMENT NO. 4)**

**LETTER OF AGREEMENT**

**SAFETY COMMITTEE OVERTIME**

Date: 4/24/95

The parties agree that members of the Safety Committee will not be considered for overtime on their "home" Overtime Equalization List; that they will not have a contractual right to either pre, post, holiday, or week-end overtime in their home department. Should, however, the home department exhaust their overtime list and are otherwise unable to fulfill the department's overtime requirements, a member of the Safety Committee who is assigned to that department may be requested to work. The failure of the department to solicit the Safety Committee member under these circumstances does not constitute a violation of the overtime agreement.

s/s A. W. Appleby  
For The Company

s/s John A. Rice  
For The Union

s/s Dan Crake  
For The Company

s/s Don Howser  
For The Union



**LOCAL NO. 148 ATTACHMENT NO. 44**

**LETTER OF AGREEMENT**

**SUPPLIER REWORK AND/OR REPAIR - DAC**

**Date: 4/24/95**

When it is necessary for a supplier to perform rework and/or repair on aircraft parts and assemblies produced by the supplier, and when those parts and assemblies cannot be readily removed from the aircraft for such rework and/or repair, the Company will discuss the matter with the appropriate Union representative, in advance, so the Union is fully informed of the pending work to be performed by the Supplier.

The parties agree that supplier personnel will not perform any production work that is certified to UAW, Local 148.

This notice to the Union does not negate an employee's right to pursue an incident via Article VI, Section 4.

**s/s A. W. Appisby**  
**For The Company**

**s/s John A. Rice**  
**For The Union**

**s/s Don Howser**  
**For The Union**

LOCAL NO. 148 ATTACHMENT NO. 45

LETTER OF AGREEMENT

PAY FOR SKILL

Date: 4/24/95

The parties agree to encourage and facilitate the training of current employees in additional skills which have been grouped together through job combinations during 1995 contract negotiations. To help meet these objectives, Directors/General Managers, or designees, who are responsible for application of newly combined jobs will, within one year of Agreement implementation, develop plans for appropriate training. Union representatives will participate in the development and validation of such plans.

The training plans will include, as appropriate: OJT criteria, vocational training recommendations, schedules, maintenance of skills proficiency records, and mechanisms for status reporting, and the selection of employees in seniority preference to be trained.

In order to encourage volunteers for training in higher level skills involved where multiple labor grade classifications were combined, one \$0.34 per hour rate adjustment per higher labor grade will be provided when one or more jobs in that labor grade have been learned. The \$0.34 rate adjustments will be reduced by any amount necessary to prevent their Pure Base Rate from exceeding the maximum Pure Base Rate of their classification.

In order to receive a \$0.34/hr. rate adjustment, employees must demonstrate their proficiency in work which was of a higher labor grade than that of their "pre-combination" classification.

s/s Ken Eriksen  
For The Company

s/s Roy O. Wyse  
For The Union

s/s L. C. Ricks  
For The Company

**LOCAL NO. 148 ATTACHMENT NO. 46**

**LETTER OF AGREEMENT**

**JOB EROSION REVIEW PROCESS**

Date: 4/24/95

Updated: 5/1/00

During the 2000 negotiations, the parties agreed to establish a Job Erosion Review Process for the purpose of resolving differences arising from job classification disputes alleging that non UAW bargaining unit employees are performing UAW bargaining unit work.

Within six (6) months after the ratification of this Agreement, a Steering Committee will meet to assign representatives for the Job Erosion Review Committee. Job Erosion Review Committee Representatives will focus their investigations on collecting and reviewing relevant information, gathering supporting data and reports and interviewing employees. The Steering Committee will be responsible to analyze the results of any Job Erosion Review Committee and shall have the authority to implement agreed upon decisions including resolution to any and all outstanding grievances.

**1. Steering Committee Representatives:**

- President of UAW Local 148
- (1) UAW International Representative
- Bargaining Committee Chairperson Local 148
- Senior Manager Union Relations (from BCA-LB or A&M-LB)
- Operating Management (from BCA-LB or A&M-LB)
- Senior Manager Employee Relations (from BCA-LB or A&M-LB)

**2. Job Erosion Review Committee Representatives:**

- UAW Local 148 Designee
- Management Designee

**3. The Job Erosion Review Committee will be responsible for the following:**

- Investigate allegations for non bargaining unit employees performing UAW bargaining unit work.
- Secure job descriptions of contested job classifications (including relative historical job descriptions).
- Collect data directly related to situation; i.e., employees affected and their employment histories, department and area descriptions, and a job history.
- Draft a written summary of the issue, listing the elements of the job assignment based upon a 40-hour work week, and including an indication of those elements where the Job Erosion Review Committee agree and disagree that each of the job elements is properly assigned.

LOCAL NO. 148 ATTACHMENT NO. 46

4. The Job Erosion Review Committee will review mutually agreed upon jobs. As an example, the following list was taken from the 1995 Agreement and will serve as the starting point for the above outlined process. This list will be reviewed first and may be expanded or contracted as mutually agreed.

- Department clerk vs. FEP/NES clerical
- Production Control Expediter vs. Production Control Coordinators
- Planners vs. Planning Analyst
- MRP vs. Salaried/NES clerical
- Tooling Liaison vs. Manufacturing Engineers and Quality Engineers
- Purchasing Stenographers vs. Salaried and NES clerical
- Inspectors vs. Quality Engineers

  
For The Company

  
For The Union

  
For The Company

  
For The Union

**LOCAL NO. 148 ATTACHMENT NO. 47**

**LETTER OF AGREEMENT**

**BAR CODING**

Date: 4/24/95

During the course of 1995 negotiations, the Company and Union (International and Local Representatives) agreed that advancing technology in BAR CODING may jeopardize the Production Control Clerk (S2W) and the Data Processing Terminal Operator-Material (R2D) classifications. Both parties recognize the likely impact of Bar Coding and will consider in seniority order the placement of existing employees into other classifications ahead of promotions and recalls.

Any employee(s) so affected and reclassified to a classification which has a lower maximum base rate will maintain his/her rate of pay and will receive all future COLA and General Wage Increase payments, as appropriate. Employees reclassified to an equal or higher paying job will be paid in accordance with Article IX.

Within sixty (60) days after ratification of the Agreement, a Joint Committee comprised of two (2) Union and two (2) Company representatives will meet to address the issues of placement of affected employees and transfer of existing recall rights to other classifications.

The Company agrees that the introduction of BAR CODING will not be used for the purpose of eroding the Bargaining Unit. There will be no modifications of the Collective Bargaining Agreement without mutual agreement between the Company and the Union.

s/s A. W. Appleby  
For The Company

s/s John A. Rice  
For The Union

s/s Don Craig  
For The Company

s/s Don Howser  
For The Union

**LOCAL NO. 148 ATTACHMENT NO. 48**

**LETTER OF AGREEMENT**

**JOB COMBINATIONS**

Date: 4/24/95

During the 1995 negotiations, the Company and the Union discussed and negotiated job combinations. To facilitate this process the parties agreed to the following:

- **Layoffs** - Employees will not be laid off as a direct result of any job combinations. Subsequent reductions in the workforce if any, will be based on work schedule, budget or other staffing requirements.
- **Recall** - Current employees and former employees who have recall to classifications that have been combined, shall continue to have recall to the newly combined classification, in seniority order.
- **Disqualifications** - Employees who are currently in job classifications that are combined with other job classifications, will not be disqualified from the newly combined classification due to unfamiliarity with the new classification or lack of skill or ability.
- **Rate of Pay** - Employees' rate of pay will not be decreased due to the combination of job classifications.
- **Higher Seniority Employees on Recall** - The parties recognize that the combination of job classifications may result in having some higher seniority employees on recall than current employees in the newly combined classification. Current employees will not be laid off as a result of the combination of job classifications and employees on recall will not be entitled to exercise their seniority rights, until another job opening becomes available. Additionally, the provisions of Attachment 5 shall apply.
- **Work Content** - All of the job description content of the former jobs shall be considered as contained in the new job - no loss, no gain of work.

s/s A. W. Appleby  
For The Company

s/s John A. Rice  
For The Union

s/s Dan Craig  
For The Company

s/s Don Hawser  
For The Union

LOCAL NO. 148 ATTACHMENT NO. 48

LETTER OF AGREEMENT

OVERTIME EQUALIZATION TRACKING AND TRAINING

Date: 4/24/95  
Updated: 5/1/00

During the 2000 Negotiations the parties reaffirmed that the automated Overtime Equalization system (OTEO) will be used to track and maintain Overtime Equalization records.

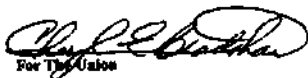
As such, it is understood that District Stewards and Bargaining Committee will be given read only access (to include print capability). The Bargaining Committee will have access to both BCA-LB and A&M-LB systems.

Training to maintain compliance to the Guidelines to Overtime Equalization will be given when necessary to maintain adherence to Article XIV Section 3 (c), and Attachment #25.

  
For The Company

  
For The Union

  
For The Company

  
For The Union

**LOCAL NO. 148 ATTACHMENT NO. 59**

**LETTER OF AGREEMENT**

**OUTSOURCING OF FACILITIES WORK**

Date: 4/24/95

On this 24th day of April 1995, it is agreed between the Company and UAW Local 148 that the following understandings have been reached regarding the outsourcing of facilities work.

The Company has the sole right to outsource any and all facilities department work. It is also at the discretion of management to maintain a core group of miscellaneous trades personnel. It is further agreed that the Company is not required to replace any employees in the facilities departments who leave due to attrition.

No employees presently classified in any classification affected by such decision to outsource may be laid off as a result of such outsourcing. Any employee(s) so affected will be trained for other jobs in the Bargaining Unit and/or reclassified to other classifications in accordance with their seniority, and such reclassifications will take precedence over recalls and promotions.

Any employee(s) so affected and reclassified to a classification which has a lower maximum base rate will maintain his/her rate of pay and will receive all future COLA and General Wage Increase payments, as appropriate. Employees reclassified to an equal or higher paying job will be paid in accordance with Article IX.

Within thirty (30) days after ratification of the Agreement, a Joint Committee comprising two (2) Union and two (2) Company representatives will meet to address the issues of placement of existing employees and transfer of recall rights to other non-facilities jobs.

It is not the intention of the Company to station subcontractor facilities workers in the plant on a full-time basis with the exception of movers and janitorial services (Sweeper Operators, Janitors, Floor Waxers). Unless working on a specific job/work assignment as determined by management, subcontractor facilities workers will not remain on Company premises.

s/s A. W. Appleby  
For The Company

s/s John A. Rice  
For The Union

s/s Dan Crain  
For The Company

s/s Don Howser  
For The Union



**LOCAL NO. 148 ATTACHMENT NO. 51**

**LETTER OF AGREEMENT**


**Web Technology Committee**

Date: 5/1/00

During the 2000 negotiations the parties agreed to establish a joint committee for the purpose of studying the application of current web based technology to enhance the reporting capabilities between the Company and Union.

This will assist in fulfilling the requirements established in Article XX as well as address other capabilities such as; grievance reporting, joint commercial web domain access, placing the CBA on the web for members viewing, and shared e-mail capabilities between the parties.

The parties further agree that this type of technology will greatly enhance our future shared interests and relationships. This committee will be established from the existing Bargaining Committee and Union Relations offices. This committee will begin working on the process within 6 months after contract ratification.

  
For the Company

  
For the Union

  
For the Company

  
For the Union

**LOCAL NO. 140 ATTACHMENT NO. 52**

**EMPLOYEE INVOLVEMENT**

Date: 4/20/95  
Updated: 5/1/00

During the current negotiations, the United Aerospace Workers and The Boeing Company discussed the ever-increasing challenges in the global marketplace and examined prior experience with Employee Involvement efforts. There is mutual recognition by both parties that the challenges in the marketplace will continue requiring fundamental changes in the workplace and that we need to jointly take steps to significantly increase and expand implementation of effective Employee Involvement efforts.

This is firmly based on the belief that the success of BCA-LB and A&M-LB businesses in the challenging global marketplace, is fully dependent on its people. Also, that all people want to be involved in decisions that affect them, care about their jobs, what customers expect, care about each other, take pride in themselves and in their contributions, want to fully utilize their skills, and abilities and share in the success of their efforts.

**PURPOSE:**

- The purpose of continuing effective Employee Involvement in the businesses is to work together to create a customer-focused workplace so that our customers are continuously delivered the highest quality and best value product and services, while serving the interest of employees by protecting job security and employee wages.

It is mutually agreed that the opportunity of achieving a highly effective employee and a customer-focused workplace is enhanced when the union and the company jointly work to:

- Involve employees individually and/or through teams in the identification and solution of quality and production problems for customers.
- Create a work environment that promotes teamwork, mutual trust and respect, equality, honest and open communications, job satisfaction, job security, innovation, growth, rewards and recognition.
- Continue to seek methods and processes that involve employees in improving the way work is performed so that the employees' skills and abilities are effectively utilized without breaking contractual agreements. In this manner, improvements can be made in operating effectiveness for customers and result in more job satisfaction.
- Sustain and empower self-directed teams who have clearly defined goals and tasks with more authority and responsibility.
- Continue to explore approaches, which will help increase team stability, while protecting existing employee rights and educate employees to better understand customer needs and company goals.

## LOCAL NO. 148 ATTACHMENT NO. 52

- Plan and implement individual and group employee training, retraining, and career development opportunities to enhance the dignity of on-the-job skills and abilities of employees which can lead to greater job security and personal development.
- Successfully implement Employee Involvement efforts so that decisions are made at the lowest practical level to expedite the decision-making processes required by customers resulting in reducing redundant activities and allowing greater time for employees to focus on ways to improve work processes.

### EMPOWERMENT

The method of obtaining success will be through Empowerment efforts such as those agreed to on 18 November 1999. This effort is an aggressive, highly structured process of transferring responsibility, authority, accountability, and decision-making to high-performing, self-directed work teams.

The following list is intended to be illustrative and not necessarily all-inclusive. They may be revised, added to or otherwise modified as the Joint Executive Committee may mutually agree.

FOD Housekeeping  
Work Schedule/Assignment  
Meetings  
Maintaining Certifications  
Work Area Configuration  
Job Standardization  
Goal Setting  
Continuous Process Improvement  
Lead, Manager, & Team Assessment  
Budgets-Tools & Supplies  
Budgets-Team Rewards/Recognition  
Budgets-Actual Hours, Overtime, & Training

### JOINT EXECUTIVE COMMITTEE

The parties agree that the appropriate mechanism to guide the successful implementation of Employee Involvement and for other agreed upon joint activities is a joint executive committee.

- It is agreed the Co-Directors of a joint executive committee will be:

### COMPANY

- The Boeing Company Vice President – Employee & Union Relations
- VP & General Manager from BCA-LB and A&M-LB
- VP Production Operations from BCA-LB and A&M-LB

## LOCAL NO. 148 ATTACHMENT NO. 52

### UNION

- The Vice President and Director of the UAW National Aerospace Department
- Administrative Assistant, National Aerospace Department
- Director UAW Region 5
- Assistant Director UAW Region 5

Each will appoint an equal number of persons from their respective organizations as members of the Executive Committee.

The Executive Committee will actively direct and support Employee Involvement efforts, joint committees, and activities as may be mutually agreed to by the Union and the Company.

The duties and responsibilities of the Executive Committee will include, but not be limited to, the following:

- Monitoring and overseeing all existing and new Employee Involvement efforts and agreed upon joint programs.
- Setting policies and providing guidelines.
- Support and encourage Employee Involvement efforts through education, training and the issuing of materials, guidelines, and suggestions.
- Establish policy, actively direct, support, and provide general direction and guidance for the joint employee training organization (EITO).
- Keeping UAW leadership and Company management informed of joint union/management activities and the progress of the National and Local Committees which are described below in achieving their objectives.
- Appoint two senior level individuals, one from the Union and one from the Company, who will be responsible for assisting in guiding the effective implementation of the overall Employee Involvement efforts.
- Meet at least once a year.
- The Vice President-Director of the UAW National Aerospace Department will appoint two individuals from the union, one from A&M-Lit and one from RCA-LB. These appointees, along with the company's Director of Employee Involvement, will be responsible for assisting and guiding in the effective implementation of the overall Employee Involvement efforts.

They will be agreed upon and responsible to the Joint Executive Committee.

## **LOCAL NO. 148 ATTACHMENT NO. 52**

### **NATIONAL COMMITTEE**

The Boeing Company Vice President-Labor Relations and the Vice President and Director of the UAW National Aerospace Department will appoint an equal number of representatives from their organizations to serve on a Joint National Committee. They will appoint persons holding the following positions:

#### **COMPANY**

- Commanding Officer for C-17 (USAF)
- VP Production Operations from BCA-LB and A&M-LB
- Director-Union Relations
- Director-People - BCA-LB and A&M-LB
- Director-Employee Involvement

#### **UNION**

- UAW Regional Director
- International Representative UAW Region 5
- President of the Local Union
- Chairperson of the Bargaining Committee
- International Representative National Aerospace Department
- International Coordinators for Employee Involvement- BCA-LB and A&M-LB

Additional persons may also be appointed with the mutual approval of the co-directors of the Joint Executive Committee.

The duties and responsibilities of the National Committee will include, but not be limited to, the following:

- Review progress and status of existing and new Employee Involvement efforts, joint training programs and all other joint committees and activities.
- Support and encourage new Employee Involvement and other joint efforts.
- Share appropriate business and joint activity information.
- Suggest ways to continuously improve employee improvements and other joint activities.
- Will target meeting at least four times a year.

LOCAL NO. 148 ATTACHMENT NO. 52

**LOCAL JOINT COMMITTEE**

- During current negotiations, the parties discussed the need to focus the responsibility for all local Employee Involvement and other agreed upon joint activities in the businesses on those individuals who have primary responsibility for their success and to enhance their effectiveness through joint planning and implementation, improved information sharing, priority goal setting and resource allocation.

Accordingly, the parties agree that the appropriate local mechanism for all local Employee Involvement efforts and mutually agreed upon joint activities in the Local Joint Committee consisting of the:

- Local Union Bargaining Committee Chairperson and members of the Bargaining Committee
- Director-Operations - BCA-LB and A&M-LB
- Director-People - BCA-LB and A&M-LB;
- Director-Employee Involvement - BCA-LB and A&M-LB
- Other designates jointly agreed upon by the Director-Operations - BCA-LB and A&M-LB and Local Union Bargaining Committee Chairperson

The UAW Regional Director, Local Union President, and/or their representatives should be fully involved regarding joint activities including actions of the Local Joint Committee.

The duties and responsibilities of the Local Joint Committee include the following:

- Recommend union and management Employee Involvement advisors to be selected by the Co-Directors of the Joint Executive Committee.
- The successful implementation of Employee Involvement and mutually agreed upon joint efforts.
- Monitor and evaluate the performance and results of Employee Involvement efforts and other agreed upon activities, and provide positive recognition and/or corrective direction as required.
- Regularly exchange information on the business and communicate appropriate information to all employees.
- Agree on any consultants utilized to assist in Employee Involvement efforts, subject to the Executive Committee's approval.
- Provide the status and progress of Employee Involvement efforts and other joint activities to the UAW and Boeing leadership including the Joint Executive Committee and the National Committee.
- Present to the Joint Executive Committee any request for modification of the contract as may be agreed upon locally by the Local Joint Committee.

## LOCAL NO. 148 ATTACHMENT NO. 52

### **NATIONAL AGREEMENT CHANGES AND/OR WAIVERS**

It is agreed that it may be beneficial for the UAW and the Company to consider the way tasks are performed, the way teams are formed and other changes at particular business locations. It is further agreed that in order to motivate and encourage each innovation, it may be necessary to change and/or waive certain provisions of the National Agreement at such business locations. It is understood that any such change or waiver would be requested by the Local Joint Committee to the Joint Executive Committee and will not be effective unless approved in writing both by the Company and the National Aerospace Department, and such changes would be effective only at the business location(s) specifically designated.

### **EMPLOYEE TRAINING, EDUCATION AND DEVELOPMENT**

There is clear, mutual recognition that success in the competitive global marketplace is dependent in large measure upon the continuous training, education development and learning of its employees to provide employees a diverse range of opportunities for technical and high performance union/management, team-based training.

The parties pledge to provide the resources necessary to assure that employees receive training and development opportunities in order to produce a highly motivated, capable workforce that continuously improves its own and The Boeing Company's ability to succeed in an increasingly competitive global marketplace.

### **PRINCIPAL OBJECTIVES AND RESPONSIBILITIES OF THE JOINT TRAINING ORGANIZATION**

Outlined below are the principal objectives and responsibilities of the organization. These descriptions are intended to be illustrative and not necessarily all inclusive. They may be revised, added to or otherwise modified as the Executive Committee may mutually agree:

- Provide individual and group training, retraining and developmental opportunities to upgrade/sharpen present job skills and abilities of employees which can lead to greater job security, personal development, improved performance and effective Employee Involvement efforts.
- Seek ways for arranging, and in some cases providing, training, retraining and development assistance for employees displaced by new technologies, new production techniques, and shifts in customer product preference.
- Provide opportunities for the training and the exchange of ideas and innovations with respect to employee development and training needs within the framework of job requirements and union/management relations.

- Support local business initiatives dedicated to the expansion of developmental activities for employees who would include continuous improvement in quality, training, high performance union/management team-based training, and basic literacy training.


#### SUMMARY

While change is difficult, we jointly understand that in the current, highly competitive, constantly changing global marketplace in which we are engaged, we must continue to change to create a workplace so that our customers are continuously delivered the highest quality and best value product and services while serving the interest of employees by protecting job security and employee wages. We cannot afford to let obstacles stand in our way of successfully implementing Employee Involvement efforts, which assist us in this endeavor.

Employee Involvement is our jointly designated effort to transform our respective roles, satisfy our customers better than any competitor, and ensure our mutual success. The parties recognize that this continuing historic endeavor depends upon the ability of employees and the Company to grow and prosper.

The provisions of this article apply only to those terms mutually agreed to by the Union and Company.

  
\_\_\_\_\_  
For the Company

  
\_\_\_\_\_  
For the Union



**LOCAL NO. 148 ATTACHMENT NO. 51**

**LETTER OF AGREEMENT**

**EMPLOYEE INVOLVEMENT - GAINSHARING**

Date: 4/20/95  
Updated: 5/1/00

During these negotiations, the parties discussed at length the importance of continuing employee incentives that result in unit cost reductions as a mechanism for full involvement of employees in the success of the Company.

The parties continue to agree to jointly develop mutually acceptable unit cost reduction programs to achieve that objective providing the costs of such programs, that are allowable by the United States Government under its applicable accounting standards.

In order to determine the factors that would be most appropriate for the Company's operations, the parties have agreed to review a variety of measures including, but not limited to, quality and productivity improvements, performance targets, achievement of cost goals or delivery schedules, etc.

The Company and UAW will share the annual improvements in agreed upon measures on a 50/50-percentage basis after administrative costs. The information necessary to validate the goals and measurements will be provided to the Union.

Within 30 days following ratification of this Agreement, the parties agree to meet and update the existing unit cost reduction sharing plans. The performance year period is from January to December and payout will occur no later than March of the following year. The Joint Executive Committee, prior to implementation, must approve the Unit Cost Reduction Sharing Plan.

  
For the Company

  
For the Union

LOCAL NO. 148 ATTACHMENT NO. 54

LETTER OF AGREEMENT

MD95 LETTER

Date: 4/20/95

After extensive discussions between the Company and the UAW during the 1995 contract negotiations, the Douglas Aircraft Company agrees to perform the final assembly work on the MD95 at the Long Beach facility based on the following conditions:

1. Financial commitments from the state and local governments are met.
2. Utility cost savings commitments from the various utility companies are met.
3. All "Red Team"/MD11 barrels and MD95 commitments from the UAW are met and apply to both DAC and the C17 Program.
4. The UAW ratifies a new five year agreement with the Company on Sunday, April 23, 1995.

The foregoing commitment may be modified if the Company receives a launch order from a Texas based customer and such customer demands that the MD95 final assembly be done in the state of Texas. In such case the Company and the UAW agree to reopen all terms and conditions of the Agreement.

s/s John J. Van Gels  
For the Company

4/20/95  
Date

s/s Jody Martin  
For the Company

4/20/95  
Date

s/s Carolyn Forrest  
For the Union

4/20/95  
Date

LOCAL NO. 148 ATTACHMENT NO. 34

LETTER OF AGREEMENT

VOLUNTARY WORK WEEK

Date: 5/1/90

The UAW and the Company agreed during the 2000 Negotiations to offer employees an opportunity for voluntary workweeks. The parties agreed that voluntary work schedules benefit mutual interests.

*The Company agrees to offer two voluntary workweek (VWW) schedules:*

- 1) Monday through Thursday ten (10) hours per day (4/40). Employees shall receive a premium of fifty cents (\$0.50) per hour for each actual hour worked.
- 2) Friday, Saturday and Sunday twelve (12) hours per day (3/36). Employees shall receive forty (40) hours pay including a premium of one dollar (\$1.00) per hour for each actual hour worked.

*The Company agrees to offer the VWW schedules as follows:*

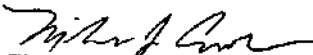
- 3) Notice of initial voluntary workweek schedules will be posted for fifteen (15) working days on Company designated bulletin boards. A brief description of the VWW requirements will be provided.
- 4) Employees with seniority may apply for their preferred VWW schedule within their shift, department and classification. Forms provided by the Company shall be submitted to appropriate management.
- 5) When a VWW schedule is to be filled, employees with seniority who have filed a request for VWW schedule, will be selected for a VWW schedule in seniority order.
- 6) The Company agrees to notify all employees moving to or from any VWW schedule at least seven (7) working days prior to reassignment.
- 7) Employees who volunteer must remain on their chosen VWW schedule for a minimum of six (6) months. After a period of six (6) months from the date of transfer, an employee's request for return to their standard workweek schedule will be granted within thirty (30) calendar days.
- 8) When subsequent openings occur in a VWW schedule, the Company will post the opening for five (5) working days.

**LOCAL NO. 148 ATTACHMENT NO. 55**

- 9) Shift transfers will be handled in accordance with Article VII, Section 8.
- 10) The provisions of Paragraph 914 shall apply.
- 11) Steward coverage will be handled per Article IV.
- 12) This agreement does not apply to field assignments.
- 13) The following matrix describes and clarifies the VWW:


Paragraph	Description	4-40	3-36
Art. 12	Vacation	10 hours charged per day of vacation.	12 hours charged per day of vacation.
Art. 11	Holiday	Revert to a 5/40 workweek schedule during the week of a holiday(s).	When a holiday is on a Friday, the employee will revert to a 5/40 workweek schedule.  When the holiday is on a day other than Friday, the employee will work the regularly scheduled 12 hours on Friday and Saturday of their workweek and 4 hours on Sunday.  For Christmas shutdown, the employee will revert to a 5/40 workweek schedule.
Art. 14	Lunch Periods	1 (One) 30 or 42 minute lunch to be decided by the employees within the department by majority vote.	2 (Two) 30 minute Lunches
Art. 14	Paid Breaks	2 (Two) 10 minute Breaks	3 (Three) 10 minute breaks
Art. 14	Overtime	Hours worked on the 5 <sup>th</sup> day will be paid @ Time and	Hours worked on the 4 <sup>th</sup> day will be paid @ Time and One Half

		One Half	
Art. 14	Overtime	Hours worked on 6 <sup>th</sup> and 7 <sup>th</sup> workday will be paid @ Double time	Hours worked on the 5 <sup>th</sup> , 6 <sup>th</sup> and 7 <sup>th</sup> workday will be paid @ Double time

  
For the Company

  
For the Union

  
For the Company

  
For the Union

LOCAL NO. 148 ATTACHMENT NO. 56

LETTER OF AGREEMENT

CONFINED SPACE WORK IN THE WING BUILD PROCESS

Date: 5/1/00

The UAW and the Company agreed during the 2000 Negotiations that there have been serious issues relating to staffing challenges and the difficult nature of the work in the Wing Build Process. For the purposes of this Agreement, the definition of the Wing Build Process includes the wing box assembly, wing join and associated confined space areas. The J8S - Tank Test and Repair Mechanic classification will be used in this Agreement for those employees who are assigned to work in the Wing Build Process.

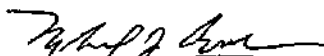
Those employees who are in the K2J - Aircraft Structures and Surfaces Mechanic and K1A - Aircraft Assembly Mechanic classifications who are currently working in the above mentioned areas who can pass the ring test and become safe tank certified will be offered a promotional opportunity to the J8S classification. If those employees choose to accept and are promoted to the J8S classification they will retain rights as described in Article VII and Attachment 1-C, Placement Procedure to their formerly held classification(s). For those employees currently assigned to the Wing Build Process who are unable to pass the ring test and unable to become safe tank certified, they will not be promoted to the J8S classification but will be reassigned to another department within their current classification.

In the event the Company cannot satisfy their staffing needs for the J8S classification in the Wing Build Process with currently assigned employees, the parties agree to recall from a combined K2J and J8S seniority list, in seniority order. In order to be recalled to the J8S classification, the individual must pass the ring test and become safe tank certified if the most recent certification has expired. If any individual is unable to satisfy these requirements, the individual will be placed back on the appropriate recall list to be recalled in seniority order. For additional staffing needs, the Company will exercise the language in Article VII, Section 5 - Promotions.

As a result of the challenges associated with the work and the ergonomic concerns in the Wing Build Process, the company agrees to regularly rotate its employees. The team leader will determine rotational assignments consistent with the Lead Description in Attachment 21. The parties further agree that up to 20% of the teams on any given shift will be worked outside the tank on any given day.

LOCAL NO. 148 ATTACHMENT NO. 56

The UAW and Company agree to raise the J8S classification from the current Labor Grade 13 to Labor Grade 14. The parties further agree to pay an additional premium of \$0.63 per hour to those employees assigned to work in the Wing Build Process. This \$0.63 premium will also be applied to other classifications performing work assignments in the wing build up area. This includes but is not limited to J5G, J9E, and K2C.

  
For the Company

  
For the Union

  
For the Company

  
For the Union

LOCAL NO. 148 ATTACHMENT NO. 57

LETTER OF AGREEMENT

Yuma, Arizona Facility

Date: 5/1/00

During the 2000 negotiations, discussions were held regarding Attachments #7 and #44 of the 1995 CBA. Upon the deletion of these Attachments it is agreed between the parties that if the Yuma facility is ever re-opened, these Attachments become living documents of the Current CBA unless re-negotiated between the parties.

  
For The Company

  
For The Union

  
For The Company

  
For The Union



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# REFERENCE CALENDAR 2001

## January 2001

S	M	T	W	T	F	S
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## February 2001

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## March 2001

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## April 2001

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## May 2001

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## June 2001

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## July 2001

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## August 2001

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## September 2001

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## October 2001

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## November 2001

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## December 2001

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# 2002 REFERENCE CALENDAR

## January 2002

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## February 2002

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## March 2002

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## April 2002

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## May 2002

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## June 2002

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## July 2002

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## August 2002

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## September 2002

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## October 2002

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## November 2002

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## December 2002

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# REFERENCE CALENDAR 2003

## January 2003

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## February 2003

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## March 2003

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30	31					

## April 2003

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19	20	21	22	23	24	25
26	27	28	29	30		

## May 2003

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				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## June 2003

S	M	T	W	T	F	S
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22	23	24	25	26	27	28
29	30					

## July 2003

S	M	T	W	T	F	S
			1	2	3	4
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19	20	21	22	23	24	25
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## August 2003

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## September 2003

S	M	T	W	T	F	S
			1	2	3	4
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19	20	21	22	23	24	25
26	27	28	29	30		

## October 2003

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## November 2003

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						1
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23	24	25	26	27	28	29
30						

## December 2003

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

# 2004 REFERENCE CALENDAR

## January 2004

S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## February 2004

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

## March 2004

S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## April 2004

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## May 2004

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## June 2004

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## July 2004

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## August 2004

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## September 2004

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## October 2004

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## November 2004

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## December 2004

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

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# REFERENCE CALENDAR 2001

## January 2001

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## February 2001

S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

## March 2001

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## April 2001

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## May 2001

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## June 2001

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## July 2001

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## August 2001

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## September 2001

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## October 2001

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## November 2001

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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## December 2001

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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# REFERENCE CALENDAR 2003

## January 2003

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## February 2003

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

## March 2003

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
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## April 2003

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## May 2003

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## June 2003

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## July 2003

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## December 2003

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